

Remote Investor Relation / Fundraising Advisory Agreement

No.

Signature Date

This Advisory Agreement (hereinafter referred to as "AGREEMENT") made on signature date
Between

World Business Council Sp. Zo. O., a business development and financial advisory company existing under the laws of the EU, with registration numbers: KRS: 0000743854, NIP: 7010843353, REGON: 38104498200000 registered at **Aleje Jerozolimskie 85/21, Warsaw, Poland** Represented by Mr. Iman Najafi, (hereinafter referred to as the **First Party or Advisor**);

AND

..... a company existing under the laws of
.....with Tax Identification Number (TIN):, and Legal
address, represented by,
(hereinafter referred to as the **Second Party or Client**); the term Client also implies to
aforementioned company's subsidiaries and affiliates, and any entities it or they may form,
merge into, be acquired by, or invest in

(Hereinafter, the parties of the First & Second Part shall be referred to individually a **Party**
and collectively as "**Parties**)

Article I: Background

The parties have entered into this "AGREEMENT" with the intention of acting in accordance
with its terms of "**exclusive strategic transaction advisory of ("Advisor") to (the
"Client")**" as described in Article II of this agreement.

initials
First Party

Initials
Second Party

ARTICLE II. SUBJECT & SCOPE OF AGREEMENT

2.1 Responsibilities of Advisor:

In this regard, Advisor may undertake certain activities on behalf of the Client, including (as appropriate) the following:

- a) reviewing the Client's historical and projected business operations and results;
- b) analyzing strategic alternatives for the Client, including Transaction options available to the Client;
- c) counseling the Client as to strategy and tactics for effecting a potential Transaction;
- d) advising the Client as to the structure and form of a possible Transaction, including the form of any agreements related thereto;
- e) assisting the Client in obtaining appropriate information and in preparing due diligence presentations related to a potential Transaction;
- f) introducing the Client to institutional investors, accredited individual investors, strategic or financial buyers, distributors, licensees, and/or strategic partners, as may be appropriate;
- g) assisting in negotiations related to a potential Transaction, as may be appropriate, on behalf of the Client; and
- h) rendering such other strategic transaction advisory and consulting services as may from time to time be agreed upon by the Client and Advisor.

ARTICLE III. TERMS OF SERVICE

3.1. To implement the project, the client pays the remuneration to the Advisor according to the conditions below. The following describes the fees and expense reimbursements that the Client agrees to pay to Advisor, as follows:

Advisor will charge a one-time Transaction Success Fee of **3% of transaction value** (as defined in attachment A); with a capital raise timeline of approx. 4-6 months; and **2500\$ monthly retainer fee** (which covers the outreach system and marketing platforms).

3.2. Each phase starts after the payment for that phase is made.

3.3. The term of this engagement shall run from the date of receipt by Advisor of the Client's signed acceptance of this Agreement until six (6) months thereafter, and will then automatically extend on a month-to-month basis thereafter until canceled by either party pursuant to the terms hereof (the "Term"). This engagement may be canceled by either party upon thirty (30) days' prior written notice to the other party. Termination shall be deemed

effective on the earlier of thirty (30) days following the date of such written notice or as mutually agreed upon by the Client and Advisor (“Termination”).

ARTICLE IV. GENERAL PROVISIONS

4.1. Each party might represent other individuals or legal entities whose direct formal and legal involvement with the entity or individual requires the mutual consent of the parties.

ARTICLE V. SPECIAL PROVISIONS

Exclusivity:

The client agrees that no other advisor is or will be authorized by it during the term of this agreement to perform services on the client’s behalf of the type described hereunder or that Advisor is otherwise authorized to perform hereunder. No fee payable to any other financial, legal or other advisor either by the Client or any other entity shall reduce or otherwise affect the fees payable hereunder to the advisor, except as otherwise agreed to in writing by Advisor. In order to coordinate our efforts with respect to a possible Transaction, during the period of the Advisor’s engagement hereunder, neither the client nor any representative thereof (other than the Advisor) will engage in discussions regarding a transaction except through the Advisor. If the client or its management receives an inquiry regarding a transaction, it will promptly inform the advisor in writing of the inquiry.

Grant of Right of First Refusal:

In the event that the Client seeks to raise additional debt/equity capital, including bank credit lines for working capital financing, over the course of 24 months from the effective date of this Engagement Agreement, the Client shall offer WorldBC the “Right of First Refusal” in arranging such financing as its exclusive financial advisor and lead “best-efforts” underwriting.

Confidentiality:

The Client agrees that, without prior written consent, it will not disclose, and will not include in any public announcement, the name or names of any investor, buyer, or strategic partner, unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement, unless the Client has received approval from the other party.

Information Furnished by the Client:

The Client will furnish Advisor with all financial and other information and data as Advisor believes appropriate in connection with its activities on the Client’s behalf, and it will provide Advisor full access to its officers, directors, employees and professional advisors.

The Client agrees that it and its counsel will be solely responsible for ensuring that the Transaction complies in all respects with applicable law. The Client represents and warrants that any written or oral communication with Advisor (including any offering materials, including but not limited to a private placement memorandum prepared for an offering (collectively, "Offering Materials")) at all times through Closing will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Client will promptly notify Advisor if it learns of any material inaccuracy or misstatement in, or material omission from, any information theretofore delivered to Advisor. The Client recognizes and confirms that Advisor, in connection with performing its services hereunder, (i) will be relying without investigation upon all information that is available from public sources or supplied to it by or on behalf of the Client or its advisors, (ii) will not in any respect be responsible for the accuracy or completeness of, or have any obligation to verify, the same and (iii) will not conduct any appraisal of any assets of the Client, except to the extent specifically required by any applicable law, rule or regulation. The Client will also cause to be furnished to Advisor at the Closing copies of any Offering Materials (and any amendments thereto) and such other agreements, opinions, certificates, and other documents delivered at the closing as Advisor may reasonably request.

Waiver of Conflicts

The Client acknowledges that Advisor and its affiliates have and will continue to have business and advisory relationships with parties other than the Client pursuant to which Advisor may acquire information of interest to the Client. Advisor shall have no obligation to disclose such information to the Client or to use such information in connection with any contemplated transaction. The Client recognizes that Advisor is being engaged hereunder to provide the services described above only to the party who executes this Agreement with Advisor (or any other party or parties who executes this Agreement in specified other capacities) and that Advisor is not acting as agent or fiduciary of, and shall have no duties or liability to, the equity holders or affiliates of the Client or to any third party in connection with the engagement hereunder, all of which are hereby expressly waived. No one other than the party executing this Agreement with Advisor (and such other party or parties in such capacities, if any) is authorized to rely upon the engagement of Advisor hereunder or any statements, advice, opinions or conduct by Advisor. Upon Termination, the Client agrees to release Advisor with respect to the provision of future services to the Client, to any shareholder or affiliate of the Client, or to any party who may be involved in a Transaction with the Client. Such services may include, but not be limited to, those described in this Agreement.

ARTICLE VI. INFORMATION AND COMMUNICATION

6.1 This collaboration will be coordinated through the representatives of the **Parties** who will be introduced officially by the "Parties" and the "Parties" legal and registered addresses.

initials
First Party

Initials
Second Party

ARTICLE VII. CONFIDENTIALITY AND DATA PROCESSING

7.1. Both parties agree to follow the instructions of the GDPR regulations of EU, as attached to this agreement when dealing with the data processing and confidentiality of data (Attachment C).

ARTICLE VIII. GOVERNING LAW

8.1 All questions relative to the execution, validity, interpretation, and performance of this agreement shall be governed by the EU Trade law.

ARTICLE IX. ARBITRATION

8.1 "Any dispute or claim arising out of or in connection with this agreement, or the breach, termination, or invalidity thereof, shall be resolved through arbitration in accordance with the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw ("the Rules"). The arbitration shall take place in Warsaw, Poland, before a single arbitrator chosen by mutual consent of the parties or, failing agreement within 15 days from the request for arbitration, by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.

8.2. Each party shall be responsible for its own fees and expenses incurred in connection with the arbitration. The losing party shall bear the costs of the arbitration, including the arbitrator's fees and expenses, unless otherwise determined by the arbitrator.

8.3. The arbitration award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties agree that any arbitration award rendered shall be binding, final and enforceable against the parties in any court having jurisdiction over the parties and the subject matter of the dispute.

8.4. This arbitration clause shall not prevent either party from seeking provisional remedies in aid of arbitration, including without limitation orders to stay court proceedings, to compel arbitration, or to confirm or enforce an arbitration award."

ARTICLE X. MISCELLANEOUS

10.1. All amounts to be paid to Advisor hereunder are set forth herein as the net amount to be actually paid to Advisor, exclusive of any withholding or deduction for any tax, levy, duty or any other charge. In the event that amounts due to Advisor hereunder are subject to any such withholding or deduction, the amounts due to Advisor hereunder shall be increased by the amount necessary such that the net amount actually paid to Advisor, exclusive of any amount so withheld or deducted, is equal to the amount set forth herein.

10.2. This Agreement contains all of the understandings between the parties hereto with reference to the subject matter hereof. No other understanding not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto, and any such understandings, oral or otherwise, not specifically referred to herein shall be merged into this Agreement and superseded by the provisions hereof. No officer or employee of any party has any authority to make any representation or promise not contained herein. Advisor shall have the right to publish a tombstone and case study describing the Transaction upon closing at its own expense, which may include the reproduction of the Client's logo, a brief description of the Transaction and a link to the Client's website. If requested by Advisor, the Client agrees to include a mutually acceptable reference to Advisor in any press release or other public announcement made by the Client regarding a Transaction as contemplated herein. This Agreement cannot be modified or changed except by a written instrument signed by each party hereto. The parties acknowledge that each party (and, if it should so choose, its attorneys) has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Advisor and the Client have the authority to enter into this Agreement, and each of the individuals executing this Agreement on behalf of Advisor or the Client, respectively, has the full authority to bind the respective party to this Agreement.

10.3. This engagement is between Advisor and the Client only and no other party is intended as a third party beneficiary of the engagement letter. Any communications with shareholders, members, directors, managers and/or partners of the Client is intended solely within their respective capacities as shareholders, directors/managers or officers of the Client and is not intended in their individual capacities. It is understood and agreed that Advisor will act under this Agreement as an independent contractor with obligations solely to the Client and is not being retained hereunder to advise the Client as to the underlying business decision to consummate any Transaction or with respect to any related financing, derivative or other transaction.

10.4. Nothing in this Agreement or the nature of Advisor's services shall be deemed to create a fiduciary or agency relationship between Advisor and the Client or its stockholders, employees or creditors in connection with the Transaction or otherwise. Other than as set forth in the indemnification provisions of Attachment A hereto, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or related hereto. The Client agrees that Advisor shall not have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Client, or to any person claiming through the Client, in connection with the engagement of Advisor pursuant to this Agreement and the matters contemplated hereby, except where such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud or willful misconduct of Advisor. The Client further agrees that Advisor shall have no responsibility for any act or omission by any of the Client's representatives.

10.5. Force Majeure

If because of a Force Majeure, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party will give the other party prompt written notice of such cause, and will be relieved of those obligations to the extent it is unable to perform for as long as such cause continues or for thirty (30) days, whichever is shorter. "Force Majeure" Force Majeure in this Agreement means any natural and unavoidable catastrophes that interrupt the expected course of events and restrict the Parties from fulfilling their obligations". If after thirty (30) days the party affected by such Force Majeure is unable to continue the performance, the responsibilities of the parties will not be waived, and they have to decide about the type of cooperation and inform each other through a written contest. Neither party will be liable for any loss, injury, delays or damages suffered or incurred by the other party due to the above causes or to the termination of the Agreement.

SIGNATURES

FIRST PARTY

SECOND PARTY

World Business Council Sp. Zo. O.

.....

Mr. Iman Najafi

Mr./Ms.

Date:

Date:

Transaction Fee – Attachment A

In the event that the Client proceeds with a Transaction during the Term, the Client will pay to Advisor a fee (a “Transaction Fee”) as follows:

- a) At or contemporaneous with the Closing of a Private Placement, the Client will pay to Advisor a Transaction Fee in cash equal to the amount agreed on the Article III of the agreement which refers to the value of the equity or debt Securities privately placed (the “Placement Amount”).
 - b) At or contemporaneous with the Closing of a Sale of the Client, an Acquisition, a Divestiture, a Recapitalization or a Strategic Alliance, the Client will pay to Advisor a Transaction Fee in cash based equal to the same percentage as agreed in Article III of the Transaction Value of the Transaction.
 - c) The “Transaction Value” of a transaction shall be the aggregate value of all cash, debt or equity securities, employment agreements or other consideration that is issued or exchanged in connection therewith, including the value of debt or other liabilities assumed in such Transaction, and including without limitation the value of any residual interest in the Client which is retained by the shareholders of the Client in connection with a Sale of the Client or by the shareholders of the acquired Client in an Acquisition or Divestiture.
 - d) In the event a Transaction includes any non-cash consideration (“Non-Cash Consideration”), including, without limitation, securities, assets, the value of any revenues or revenue sharing fees, royalties, license fees, milestone payments or earnout payments, the Client and Advisor shall in good faith agree prior to the Closing on the value of such Non-Cash Consideration for purposes of calculating the Placement Amount or the Transaction Value.
 - e) The Transaction Fee (as well as all other fees and expenses payable to Advisor hereunder) shall be payable in U.S. dollars in immediately available funds, and payment of the Transaction Fee shall be a condition to the Transaction. In the event a Transaction includes Non-Cash Consideration, at Advisor’s option the Transaction Fee may be payable in the form of the Non-Cash Consideration employed in the Transaction up to the extent so employed.
 - f) In the event of a Transaction other than as enumerated above, the Client and Advisor shall in good faith agree prior to the Closing on the Transaction Fee payable to Advisor with respect to such Transaction.
- 1) **Expense Reimbursement.** The Client agrees to reimburse Advisor on a month-to-month basis for out-of-pocket expenses incurred by Advisor during the Term of the Agreement, whether or not a Transaction is consummated, including but not limited to legal, consulting, travel (including air travel in business class), lodging and due diligence expenses. Individual expenses shall require the prior written approval of the Client, which shall not be unreasonably withheld.
 - 2) **Post-Termination Transaction Fee.** If the Client consummates a Transaction at any date (the “Consummation Date”) within two (2) years of Termination (a “Post-Termination Transaction”) with a Covered Party (as defined below), the Client agrees to promptly pay Advisor a Transaction Fee (a “Post-Termination Transaction Fee”) as if such Transaction had occurred during the Term. For the purposes of this Agreement, the Consummation Date of a

Transaction shall be deemed to have occurred if any agreement in principle which includes material terms of such Transaction is reached, even if the closing occurs later. A "Covered Party" means an investor or entity (or any affiliate of any such investor or entity) who is introduced or identified by or on behalf of Advisor or the Client, or who is in contact with or is contacted by Advisor or the Client, with respect to a Transaction with the Client prior to or during the Term of the Agreement. Within thirty (30) business days following Termination, the Advisor shall deliver to the Client a list of Covered Parties, which shall establish the basis for compensation under the provisions of the Agreement following Termination.

3) Sharing of Termination Fees and Expense Reimbursement from Third Parties. If in connection with the termination or abandonment of a proposed Transaction during the term of this engagement or within 12 months thereafter, the Client receives any so-called "termination," "break-up," "topping" or similar fee (including any characterized as expense reimbursement and any judgment for damages or amount in settlement of any dispute as a result of any termination or other failure to consummate the Transaction) or any profit arising from any shares (or option to acquire shares or assets) of a third party acquired in connection with this engagement ("Break-Up Fee Profits"), the Client shall pay Advisor a break-up fee (the "Advisor Portion") equal to one-third of the value of all such fees and profits, payable in cash promptly upon receipt of any such compensation by the Client.

4) Late Fees. In the event that Advisor's fees, costs or other compensation, are not paid or issued (as applicable) within 30 days from the date due, or the date of Advisor's invoice, if any, there will be an administrative and additional charge at a monthly rate of two percent (2%).

SIGNATURES

FIRST PARTY

SECOND PARTY

World Business Council Sp. Zo. O.

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Mr. Iman Najafi

Mr./Ms.

Date:

Date:

Indemnification – Attachment B

The Client shall indemnify, defend and hold harmless Advisor and their respective directors, officers, agents, employees, affiliates and representatives (collectively the “Indemnified Persons” and individually an “Indemnified Person”), to the full extent lawful, from and against any losses, liabilities, claims or damages, including, without limitation, fees and expenses of legal counsel, related to or arising out of Advisor’s engagement hereunder or Advisor’s role in the Transactions contemplated hereby, including, without limitation, any losses, liabilities, claims or damages arising out of any statements or omissions made in connection with the Transactions contemplated hereby whether by the Client, its employees, agents, Advisor or otherwise; provided, however, that such indemnity shall not apply to claims which are determined by a final judgment of a court of competent jurisdiction to have resulted primarily and directly from the fraud or willful misconduct of an Indemnified Person. No Indemnified Person shall have any liability to the Client for or in connection with this engagement, except for any which are determined by a final judgment of a court of competent jurisdiction to have resulted primarily and directly from the fraud or willful misconduct of the Indemnified Person. Notwithstanding any other provisions hereunder, in no event shall the Indemnified Persons be liable to the Client for an amount greater, in the aggregate, than the cash fees actually received by Advisor hereunder. These indemnification provisions are not exclusive, and shall be in addition to any other rights that any Indemnified Person may have at common law or otherwise.

The Client will not, without Advisor’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such action, claim, suit, investigation or proceeding. The Client will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person’s prior written consent.

No Indemnified Person seeking indemnification, reimbursement or contribution under this agreement will, without the Client’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

If any action is brought against any Indemnified Person in respect to which indemnity may be sought against the Client pursuant to this Agreement, or if any Indemnified Person receives notice from any potential litigant of a claim which such person reasonably believes will result in the commencement of any action or proceeding, such Indemnified Person shall promptly notify the Client in writing. Failure to notify the Client of any such action or proceeding shall not, however, relieve the Client from any other obligation or liability which it may have to any Indemnified Person under this Agreement or otherwise, except to the extent that the Client demonstrates that defense of such action is materially prejudiced by this failure. In case any such action or proceeding shall be brought against any Indemnified Person, the Client shall (at its own expense) defend the Indemnified Person in such action or proceeding with counsel of the Client’s choice, and shall be entitled (at its own expense) to compromise or settle the action or proceeding, at its expense. Counsel selected by the Client under these circumstances must be satisfactory to the Indemnified Person in the exercise of its reasonable judgment.

Notwithstanding the Client’s election to assume the defense of any action or proceeding, the Indemnified Person shall have the right to employ separate counsel and to participate in the defense of any action or proceeding, and the Client shall bear the reasonable fees, costs and

expenses of this separate counsel, if (a) the use of counsel chosen by the Client to represent the Indemnified Person would, in the judgment of the Indemnified Person, create a conflict of interest; (b) the defendants in, or targets of, any action or proceeding include both an Indemnified Person and the Client, and the Indemnified Person shall have reasonably concluded that a conflict of interest exists between such Indemnified Person and the Client because, among other matters, there may be legal defenses available to it or to other Indemnified Persons which are different from or additional to those available to the Client (in which case the Client shall not have the right to direct the defense of such action or proceeding on behalf of the Indemnified Person); (c) the Client shall not have employed counsel satisfactory to such Indemnified Person in the exercise of the Indemnified Person's reasonable judgment to represent such Indemnified Person within a reasonable time after notice of the institution of such action or proceeding; or (d) the Client shall authorize such Indemnified Person to employ separate counsel at the Client's expense. The Client shall pay, or at Advisor's election, advance all reasonable fees, costs and expenses of any separate counsel retained pursuant to this paragraph at least quarterly.

In order to provide for just and equitable contribution, if a claim for indemnification is found unenforceable in a final, non-appealable judgment by a court of competent jurisdiction, even though the express provisions of this Agreement provide for indemnification in such case, the Client and Advisor shall contribute to the losses, claims, damages, judgments, liability, expenses or costs for which the Indemnified Person may be liable in accordance with the relative benefits received by, and the relative fault of each respective party in connection with the statements, acts or omissions which resulted in losses, claims, damages, judgments, liabilities, or costs. The Client agrees that under these circumstances, a pro rata allocation would be unfair. Under no circumstances, however, will Advisor be obliged to make any contribution to any expenses described in this paragraph which is greater than the amount of cash previously received by Advisor for its services to the Client. No person found liable for a fraudulent misrepresentation or omission shall, however, be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation or omission.

In further consideration of the provisions contained in our Agreement, in the event that an Indemnified Person becomes involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, brought by or against any person, including stockholders of the Client, in connection with or as a result of the engagement or any matter referred to in the engagement, the Client will reimburse such Indemnified Person for its reasonable and customary legal and other expenses (including without limitation the costs and expenses incurred in connection with investigating, preparing for and responding to third party subpoenas or enforcing the engagement) incurred in connection therewith as such expenses are incurred. Prior to entering into any agreement or arrangement with respect to, or effecting, any merger, statutory exchange or other business combination or proposed sale or exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Client set forth herein, the Client will notify Advisor in writing thereof (if not previously so notified) and, if requested by Advisor, shall arrange in connection therewith alternative means of providing for the obligations of the Client set forth herein, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Advisor.

These indemnification provisions shall (i) remain operative and in full force and effect regardless of any Termination or completion of the engagement of Advisor; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have at common law or otherwise.

AGREED AND ACCEPTED:

The foregoing accurately sets forth our understanding and agreement as pertains to the Agreement dated on the signature date.

SIGNATURES

FIRST PARTY

World Business Council Sp. Zo. O.

Mr. Iman Najafi

Date:

SECOND PARTY

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Mr./Ms.

Date:

agreement

General Data Protection Regulation – Attachment C

Definitions:

For the purposes of this clause, the terms "personal data," "data subject," "processing," "controller," "processor," and "supervisory authority" shall have the meanings given to them in the EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

Compliance with GDPR:

Both parties agree to comply with all applicable requirements of the GDPR when processing personal data in connection with the performance of this Agreement. This includes, but is not limited to, processing personal data in a manner that ensures its security, maintaining records of processing activities, and cooperating with supervisory authorities as required.

Data Processing Agreement:

If either party is acting as a processor on behalf of the other party, which is a controller, the parties shall enter into a separate data processing agreement (DPA) that sets out the subject matter, duration, nature, and purpose of the processing, as well as the obligations and rights of the controller and processor. The DPA shall include all mandatory provisions required by Article 28 of the GDPR.

Data Transfers:

If the performance of this Agreement requires the transfer of personal data to a country outside the European Economic Area (EEA), the parties shall ensure that appropriate safeguards are in place to protect the privacy and security of such personal data, in accordance with the GDPR. This may include the use of standard contractual clauses approved by the European Commission or another supervisory authority.

- The Receiving Party understands that the other party (the Disclosing Party) may disclose Confidential Information to the Receiving Party in connection with the negotiation of and performance under this Agreement.
- Confidential Information means (a) all information disclosed in tangible form by the “Disclosing Party” and marked “confidential” or “proprietary”, and (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of disclosure which includes but not limited to, Partners introduced, business opportunities, investment plans, pitch decks, Financial Assets, Information of the other parties Staff and so on.

- The Receiving Party agrees to protect Confidential Information (whether disclosed before or after the Effective Date) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential or proprietary information of a similar nature. The Receiving Party will limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees or independent Advisors who have a demonstrable need to know, who have been notified that such information is Confidential Information and who are under binding obligations of confidentiality no less restrictive than those of this Agreement are.
 - Length of Confidentiality Obligation. The Receiving Party's obligation to protect confidential information under this agreement will expire two (2) years from the date of its expiration or termination.
 - The restrictions of nondisclosure will not apply to any Confidential Information:
 - (a) After it has become generally available to the public through no fault of the "Receiving Party" or its consultants, agents or subAdvisors;
 - (b) That is rightfully in the Receiving Party's possession before disclosure to the Receiving Party by the Disclosing Party;
 - (c) Is independently developed by the Receiving Party without the developing person(s) having access to the Disclosing Party's Confidential Information.; or
 - (d) Is received by the Receiving Party in good faith from a third party not subject to any obligation of confidentiality.
- 7.6 In addition, the Receiving Party may disclose Confidential Information if required to do so by statute, administrative process, or court order, provided that
- (i) The Receiving Party gives the Disclosing Party sufficient advance notice of such disclosure requirement.
 - (ii) The Receiving Party cooperates with the Disclosing Party, at the expense of the Disclosing Party, in trying to seek a protective order in connection therewith; and (iii) the scope of such disclosure is limited to the extent possible.
- The parties to this Agreement agree that the names of members, staff, cooperating companies, partners, and Investors introduced by disclosing parties are part of a confidential customer list and trade secret. Accordingly, parties agree not to initiate direct or indirect contact with any of the mentioned people with respect to business opportunities unless approval to do so is granted in writing on a case by case basis.
 - In the event of a violation of any contractual obligations by any party for any reason, the other party is required to compensate for another party. If any party files an action or brings any proceeding against other arising from this

agreement, or is made a party to any action or proceeding arising from this agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs.

- The parties agree to collaborate with each other and clients through the emails associated with this contract, Whatsapp, or any other potential ways provided by client.

Data Breach Notification:

Each party shall promptly notify the other party of any actual or suspected personal data breach related to the performance of this Agreement, and shall cooperate in good faith to address and mitigate the effects of any such breach in accordance with the GDPR.

Indemnification:

Each party agrees to indemnify and hold the other party harmless from and against any claims, damages, fines, or penalties arising out of or in connection with its breach of this GDPR Compliance Clause, including any failure to comply with applicable GDPR requirements.

SIGNATURES

FIRST PARTY

SECOND PARTY

World Business Council Sp. Zo. O.

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Mr. Iman Najafi

Mr./Ms.

Date:

Date: