



BAG CAPITAL

CONSULTANCY AND FINANCING ARRANGEMENT AGREEMENT

PART I

RECITALS

THIS CONSULTANCY AND FINANCING ARRANGEMENT AGREEMENT (the "Agreement") is entered into on the ___ day of _____ 20__ (the "Effective Date")

BETWEEN:

GBA CAPITAL LTD, a company duly incorporated and existing under the laws of _____, having its registered office at _____ (hereinafter referred to as the "Consultant");

AND

_____, a company duly incorporated and existing under the laws of _____, having its registered office at _____ (hereinafter referred to as the "Employer").

The Consultant and the Employer are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Employer is seeking financing for the project described in Schedule 1;
- B. The Consultant possesses expertise in arranging, structuring, coordinating and facilitating financing transactions, including project finance, syndicated loans, investment facilities, insurance-backed financing and other structured financial solutions;
- C. The Employer wishes to appoint the Consultant on an exclusive basis to assist in identifying, negotiating and arranging potential financing opportunities;



NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings assigned to them below:

"Applicable Law" means any law, regulation, directive, ordinance, rule, judgment, decree or governmental requirement applicable to a Party.

"Confidential Information" means all commercial, financial, operational, technical, legal and strategic information disclosed by one Party to the other, whether orally, electronically or in writing.

"Financing" means any loan, syndicated facility, project finance facility, bridge financing, insurance-backed financing, guarantee-backed financing, bond issuance, investment facility or any equivalent funding arrangement.

"Financing Ready Event" means the issuance by a lender, investor, insurer, funding institution or financing source of a binding approval, commitment letter, term sheet, facility agreement, insurance approval or equivalent written commitment indicating readiness to proceed with funding, subject only to customary conditions precedent.

"Introduced Party" means any lender, investor, insurer, broker, advisor, financial institution, funding source or related entity introduced directly or indirectly by the Consultant.

"Success Fee" means the Consultancy Fee and Insurance Arrangement Fee payable pursuant to Clause 6 of this Agreement.

2. APPOINTMENT OF CONSULTANT

2.1 The Employer hereby appoints the Consultant on an exclusive basis to identify, arrange, coordinate, facilitate and negotiate Financing opportunities for the Project.

2.2 The Consultant accepts such appointment and agrees to perform the Services in accordance with the terms of this Agreement.

2.3 During the Term of this Agreement, the Employer shall not appoint any other consultant, intermediary, broker or advisor for substantially the same Financing transaction without the prior written consent of the Consultant.

2.4 Nothing in this Agreement shall be construed as an obligation on the Consultant to provide Financing from its own resources or to guarantee the availability, approval or disbursement of Financing.



3. SCOPE OF SERVICES

3.1 The Consultant shall use commercially reasonable efforts to:

- a) identify potential lenders, investors, insurers and financing institutions;
- b) introduce Financing opportunities to the Employer;
- c) assist in the preparation and presentation of financing materials;
- d) coordinate communications between the Employer and Introduced Parties;
- e) support negotiations relating to Financing transactions;
- f) assist in structuring Financing arrangements.

3.2 The Consultant may engage third-party advisors, consultants, brokers or specialists as reasonably necessary to perform the Services.

3.3 The Consultant shall have no authority to bind the Employer to any agreement unless expressly authorized in writing.

4. EMPLOYER REPRESENTATIONS AND WARRANTIES

The Employer represents and warrants that:

4.1 It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.

4.2 It has full power and authority to enter into this Agreement and perform its obligations hereunder.

4.3 The execution and performance of this Agreement do not violate any law, regulation, contractual obligation or court order applicable to the Employer.

4.4 All information, documents, statements and representations provided to the Consultant shall be accurate, complete and not misleading in any material respect.

4.5 The Employer shall immediately notify the Consultant of any material change affecting the Project, its financial condition or its ability to complete the proposed Financing transaction.



5. TARGET FINANCING PARAMETERS

5.1 The Parties acknowledge that the target Financing structure is as follows:

a) Financing Amount:

As specified in Schedule 1.

b) Maturity:

Fifteen (15) years.

c) Grace Period:

Five (5) years.

d) Interest Rate:

Not exceeding 4.25% per annum plus any applicable adjustment arising from changes in the relevant benchmark rate.

5.2 The Consultant shall use commercially reasonable efforts to identify Financing opportunities meeting the target parameters.

5.3 If Financing is available on terms different from the target parameters, the Consultant shall promptly notify the Employer.

5.4 The Employer shall have the right, in its sole discretion, to accept or reject such alternative Financing terms prior to execution of any binding financing documentation.

5.5 Rejection of alternative Financing terms pursuant to Clause 5.4 shall not, by itself, constitute a breach of this Agreement.

6. CONSULTANCY FEES

6.1 In consideration of the Services provided by the Consultant, the Employer shall pay the following fees:

a) Consultancy Fee:

Three percent (3.0%) of the Financing Amount.

b) Insurance Arrangement Fee:

Four point seven percent (4.7%) of the Financing Amount.

6.2 The Consultancy Fee and Insurance Arrangement Fee shall collectively constitute the Success Fee.

6.3 All fees payable under this Agreement are exclusive of any applicable taxes, duties, levies, withholding taxes or governmental charges, which shall be borne by the Employer.

6.4 Unless otherwise agreed in writing, all fees shall be payable in Euros (EUR).



7. FINANCING READY EVENT

7.1 A Financing Ready Event shall occur when a lender, investor, insurer, funding institution or other financing source:

- a) issues a binding approval;
- b) issues a commitment letter;
- c) issues a term sheet;
- d) executes a facility agreement;
- e) issues an insurance approval;

or

- f) provides any equivalent written financing commitment,

and is prepared to proceed with the proposed Financing transaction subject only to customary conditions precedent.

7.2 Upon the occurrence of a Financing Ready Event, the Success Fee shall become fully earned and payable.

7.3 Any subsequent refusal, delay, cancellation, withdrawal, failure to execute documentation, failure to satisfy conditions under the Employer's control, or failure to draw down funds resulting from any act, omission, decision or refusal of the Employer shall not affect the Consultant's entitlement to the Success Fee.

7.4 The Parties acknowledge and agree that the Consultant shall be deemed to have successfully performed its obligations upon the occurrence of a Financing Ready Event.

8. EMPLOYER OBLIGATIONS

8.1 The Employer shall:

- a) provide complete, accurate and truthful information;
- b) promptly provide all documents reasonably requested by the Consultant or any Introduced Party;
- c) cooperate in good faith throughout the Financing process;
- d) comply with all Applicable Laws;
- e) maintain all licenses, permits and approvals necessary for the Project;



f) immediately disclose any event that may adversely affect the Financing transaction.

8.2 The Employer shall be solely responsible for:

- a) the use of Financing proceeds;
- b) compliance with tax obligations;
- c) compliance with regulatory requirements applicable to the Project.

8.3 The Employer shall not knowingly provide false, misleading or incomplete information to the Consultant or any Introduced Party.

9. EXCLUSIVITY

9.1 During the Term of this Agreement, the Employer shall exclusively engage the Consultant in relation to the Financing transaction described in Schedule 1.

9.2 The Employer shall not appoint, engage or authorize any other consultant, intermediary, broker, financial advisor or funding arranger in relation to substantially the same Financing transaction without the prior written consent of the Consultant.

9.3 Any breach of this Clause shall constitute a material breach of this Agreement.

9.4 Nothing in this Clause shall prevent the Employer from engaging legal counsel, accountants, auditors, engineers or other professional advisors whose services are not substantially similar to the Services provided by the Consultant.

10. NON-CIRCUMVENTION

10.1 The Employer shall not directly or indirectly avoid, bypass, circumvent, exclude or otherwise interfere with the Consultant's role in relation to any Introduced Party.

10.2 The Employer shall not enter into any Financing transaction, funding arrangement, investment agreement, insurance arrangement, guarantee structure or equivalent transaction with any Introduced Party except in accordance with the provisions of this Agreement.

10.3 This obligation shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years.



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10.4 Any transaction concluded directly or indirectly with an Introduced Party during such period shall preserve the Consultant's entitlement to the Success Fee.

10.5 The Employer acknowledges that the Consultant's introductions, relationships, know-how, financing structures and business contacts constitute valuable proprietary business assets entitled to contractual protection.

10.6 Any breach of this Clause shall constitute:

- a) a material breach of this Agreement;
- b) an event giving rise to the Consultant's entitlement to liquidated damages;
- c) an event giving rise to the Consultant's entitlement to recover any unpaid Success Fee and other damages available under this Agreement.

11. INTRODUCED PARTIES PROTECTION

11.1 Any lender, investor, insurer, broker, financial institution, funding source, advisor or related party introduced, identified, referred, presented or disclosed by the Consultant to the Employer shall be deemed an Introduced Party.

11.2 An introduction may be established through any reasonable means, including but not limited to:

- a) email correspondence;
- b) telephone calls;
- c) virtual meetings;
- d) physical meetings;
- e) presentations;
- f) business plans;
- g) financing proposals;
- h) term sheets;
- i) transaction documents;
- j) written or verbal communications.

11.3 The Consultant shall not be required to maintain a separate register of Introduced Parties.



11.4 Reasonable evidence demonstrating that an introduction occurred shall be sufficient.

11.5 The Employer acknowledges that Introduced Parties constitute a valuable business asset of the Consultant.

12. COMMUNICATIONS WITH INTRODUCED PARTIES

12.1 The Parties acknowledge that direct communications between the Employer and Introduced Parties may be necessary during the Financing process.

12.2 The Employer may communicate directly with any Introduced Party provided that:

- a) the Consultant is informed of all material communications;
- b) the Consultant's contractual rights are preserved;
- c) the Consultant is not intentionally excluded from material discussions, negotiations or meetings.

12.3 Whenever reasonably practicable, the Consultant shall be copied on written correspondence relating to the Financing transaction.

12.4 The Employer shall promptly provide the Consultant with copies of any material correspondence, proposals, commitments or financing documentation received from any Introduced Party.

12.5 The Employer shall not enter into any binding arrangement with an Introduced Party without first notifying the Consultant in writing.

12.6 Any intentional exclusion of the Consultant from material negotiations relating to the Financing transaction shall constitute a material breach of this Agreement.

13. KYC / AML COMPLIANCE

13.1 The Employer shall fully cooperate with all Know Your Customer ("KYC"), Anti-Money Laundering ("AML"), Counter-Terrorist Financing ("CTF"), sanctions screening and compliance procedures required by:

- a) the Consultant;
- b) any Introduced Party;
- c) any governmental authority;
- d) any applicable regulatory body.

13.2 The Employer shall provide all documentation reasonably requested for compliance purposes.



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13.3 The Employer warrants that:

- a) neither it nor its beneficial owners are subject to sanctions;
- b) funds used in connection with the Project originate from lawful sources;
- c) all information provided for compliance purposes is accurate and complete.

13.4 Failure to satisfy KYC, AML, CTF or sanctions requirements shall constitute a material breach of this Agreement.

13.5 The Consultant may immediately suspend or terminate the Services pending satisfactory completion of compliance reviews.

14. CONFIDENTIALITY, NON-DISCLOSURE AND PROTECTION OF BUSINESS INFORMATION

14.1 Each Party shall maintain the confidentiality of all Confidential Information received from the other Party.

14.2 Confidential Information shall include, without limitation:

- a) business plans;
- b) financial models;
- c) feasibility studies;
- d) investment memoranda;
- e) financing structures;
- f) insurance structures;
- g) transaction terms;
- h) Introduced Parties;
- i) lender, investor and insurer identities;
- j) fee structures and commercial arrangements.

14.3 The Employer shall not disclose, distribute, publish, reproduce, transmit or otherwise make available any Confidential Information to any third party without the prior written consent of the Consultant.



14.4 The Employer shall use Confidential Information solely for purposes directly related to the Financing transaction contemplated by this Agreement.

14.5 Upon written request by the Consultant, the Employer shall promptly return or permanently destroy Confidential Information in its possession and certify such destruction if requested.

14.6 The confidentiality obligations contained in this Clause shall survive termination or expiration of this Agreement for a period of ten (10) years.

14.7 Any unauthorized disclosure or misuse of Confidential Information shall constitute a material breach of this Agreement.

15. SUCCESS FEE SECURITY

15.1 As a condition to the continuation of the Financing process, the Consultant may require reasonable security for payment of the Success Fee.

15.2 Such security may include, without limitation:

- a) a corporate guarantee;
- b) a personal guarantee;
- c) a promissory note;
- d) an escrow arrangement;
- e) a payment undertaking; (Bank Approved)
- f) Letter of Guarantee or Bank Guarantee
- g) any other form of security reasonably acceptable to the Consultant.

15.3 Failure by the Employer to provide agreed security within the requested timeframe may result in suspension or termination of the Services by the Consultant.

15.4 Any security provided pursuant to this Clause shall be in addition to, and not in substitution for, any other rights or remedies available to the Consultant under this Agreement.



16. TERM

16.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of ninety (90) calendar days (the "Initial Term").

16.2 The Initial Term shall commence upon receipt by the Consultant of all information and documentation reasonably required to initiate the Financing process.

16.3 The Parties may extend the Initial Term by mutual written agreement.

16.4 Notwithstanding expiration of the Initial Term, the provisions relating to:

- a) Success Fees;
- b) Introduced Parties;
- c) Non-Circumvention;
- d) Confidentiality;
- e) Dispute Resolution;
- f) Liquidated Damages;
- g) Success Fee Survival;

shall remain in full force and effect in accordance with their respective terms.

17. TERMINATION

17.1 The Consultant may terminate this Agreement immediately upon written notice if:

- a) the Employer provides false, misleading or materially incomplete information;
- b) the Employer fails to cooperate with the Financing process;
- c) the Employer breaches any material provision of this Agreement;
- d) KYC, AML, sanctions or compliance requirements are not satisfied;
- e) regulatory, legal or compliance restrictions prevent continuation of the Financing process.

17.2 The Employer may terminate this Agreement at any time by written notice.

17.3 If the Employer terminates this Agreement after the occurrence of a Financing Ready Event, the Success Fee shall remain fully earned and payable.



17.4 If the Consultant terminates this Agreement for reasons not attributable to any fault, breach or omission of the Employer, the Consultant shall not be entitled to claim liquidated damages, termination fees or compensation from the Employer.

17.5 Termination of this Agreement shall not affect any rights, obligations or liabilities accrued prior to the effective date of termination.

18. LIQUIDATED DAMAGES

18.1 If the Employer:

- a) breaches any material provision of this Agreement;
- b) breaches the Exclusivity provisions;
- c) breaches the Non-Circumvention provisions;
- d) breaches the Confidentiality provisions;
- e) intentionally excludes the Consultant from material negotiations with an Introduced Party;
- f) provides false or misleading information;
- g) terminates this Agreement without cause during the Initial Term;

the Consultant shall be entitled to liquidated damages.

18.2 The liquidated damages amount shall be GBP 25,000.

18.3 The Parties acknowledge and agree that such amount represents a genuine pre-estimate of losses likely to be suffered by the Consultant and is not intended to operate as a penalty.

18.4 Where the Consultant's actual losses, unpaid fees, commissions, legal costs, arbitration costs, enforcement expenses or other provable damages exceed GBP 25,000, the Consultant shall be entitled to recover the greater amount permitted by Applicable Law.

18.5 The Consultant shall be entitled to recover:

- a) GBP 25,000;

or

- b) its actual proven losses, unpaid fees, commissions, legal costs, arbitration costs, enforcement expenses and damages;

whichever amount is greater.



18.6 The remedies contained in this Clause shall be cumulative and shall not limit any other remedies available under this Agreement or Applicable Law.

19. SUCCESS FEE SURVIVAL

19.1 The Employer acknowledges and agrees that the Consultant's entitlement to the Success Fee shall survive termination, expiration or cancellation of this Agreement.

19.2 If, within five (5) years following termination or expiration of this Agreement, the Employer directly or indirectly enters into any Financing transaction with an Introduced Party, the Consultant shall remain entitled to the Success Fee.

19.3 This Clause shall apply regardless of whether such Financing transaction is concluded:

- a) directly by the Employer;
- b) through an affiliate;
- c) through a subsidiary;
- d) through a shareholder;
- e) through a special purpose vehicle;
- f) through any intermediary or third party acting on behalf of the Employer.

19.4 The Parties acknowledge that this provision is reasonable and necessary to protect the Consultant's legitimate commercial interests.

20. LIMITATION OF LIABILITY

20.1 The Consultant does not guarantee:

- a) approval of Financing;
- b) availability of Financing;
- c) successful completion of any Financing transaction;
- d) acceptance of the Project by any lender, investor or insurer.

20.2 The Consultant shall not be liable for:

- a) decisions made by lenders, investors, insurers or funding institutions;



- b) market conditions;
- c) changes in interest rates;
- d) changes in Applicable Law;
- e) regulatory decisions;
- f) acts or omissions of third parties;
- g) force majeure events.

20.3 Under no circumstances shall the Consultant be liable for indirect, consequential, incidental, special, punitive or exemplary damages.

20.4 Nothing in this Agreement shall exclude liability where such exclusion is prohibited by Applicable Law.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement to the extent such delay or failure results from events beyond its reasonable control.

21.2 Force Majeure Events shall include, without limitation:

- a) acts of God;
- b) war, armed conflict or terrorism;
- c) civil unrest, riots or insurrection;
- d) governmental actions or sanctions;
- e) pandemics or epidemics;
- f) natural disasters;
- g) cyberattacks affecting critical infrastructure;
- h) labor disputes not limited to the affected Party;
- i) interruption of banking systems or financial markets.

21.3 The affected Party shall promptly notify the other Party of the Force Majeure Event and use reasonable efforts to mitigate its effects.



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21.4 The occurrence of a Force Majeure Event shall not extinguish any Success Fee already earned by the Consultant prior to such event.

22. NOTICES

22.1 Any notice, request, approval, consent, demand or other communication under this Agreement shall be in writing.

22.2 Notices may be delivered by:

- a) email;
- b) courier;
- c) registered mail;
- d) personal delivery.

22.3 Notices sent by email shall be deemed received on the date of transmission unless an automated delivery failure notification is received.

22.4 Each Party shall promptly notify the other of any change in its contact details.

23. ASSIGNMENT

23.1 The Consultant may assign, transfer or delegate its rights to receive fees, commissions, payments or other amounts due under this Agreement.

23.2 The Consultant may engage affiliates, subcontractors, advisors, introducers or other third parties in connection with the performance of the Services.

23.3 The Employer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Consultant.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing contained in this Agreement shall be deemed to create:

- a) a partnership;
- b) a joint venture;
- c) an agency relationship;



d) an employment relationship;

e) a fiduciary relationship,

between the Parties.

24.2 Neither Party shall have authority to bind the other Party except as expressly provided herein.

25. NO WAIVER

25.1 No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of that right.

25.2 Any waiver shall be effective only if made in writing and signed by the Party granting such waiver.

25.3 A waiver of any breach shall not constitute a waiver of any subsequent breach.

26. FURTHER ASSURANCES

26.1 Each Party shall execute and deliver such additional documents and perform such additional acts as may reasonably be required to give full effect to this Agreement.

26.2 The Employer shall cooperate in good faith in completing any documentation reasonably required in connection with Financing transactions arranged pursuant to this Agreement.

27. SEVERABILITY

27.1 If any provision of this Agreement is determined by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it enforceable.

27.2 If modification is not possible, such provision shall be severed and the remaining provisions shall remain in full force and effect.

28. GOVERNING LAW AND DISPUTE RESOLUTION

28.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.



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28.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA").

28.3 The seat of arbitration shall be London, England.

28.4 The language of arbitration shall be English.

28.5 The tribunal shall consist of one (1) arbitrator.

28.6 The arbitral award shall be final and binding upon the Parties.

28.7 The prevailing Party shall be entitled to recover its reasonable legal fees, arbitration costs and enforcement expenses unless otherwise determined by the arbitral tribunal.

29. ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, understandings, representations and agreements relating to its subject matter.

29.2 Each Party acknowledges that it has not relied upon any representation, statement or promise not expressly set forth in this Agreement.

29.3 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

29.4 Electronic signatures, scanned signatures, PDF signatures and signatures transmitted by email shall be deemed original signatures and shall be fully valid and enforceable.

29.5 This Agreement is entered into by sophisticated commercial parties acting in the course of business and not as consumers.

29.6 Each Party acknowledges that it has had the opportunity to obtain independent legal advice before entering into this Agreement.

END OF AGREEMENT

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS

**EXECUTION PAGE****CONSULTANCY AND FINANCING ARRANGEMENT AGREEMENT**

Date: _____

CONSULTANT**GBA CAPITAL LTD**

Registered Address:

Company Registration Number:

Represented By:

Name:

Title:

Signature:

Date:

Company Seal (if applicable)

EMPLOYER

Company Name:

Country of Incorporation:

Company Registration Number:

Registered Address:

Represented By:

Name:

Title:

Signature:



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Date:

Company Seal (if applicable)

EXECUTION STATEMENT

The Parties acknowledge that:

1. They have read and understood the Agreement.
2. They have obtained or had the opportunity to obtain independent legal advice.
3. The signatories below are duly authorized to execute this Agreement.
4. This Agreement constitutes a legally binding obligation upon execution.

ELECTRONIC SIGNATURE PROVISION

The Parties agree that:

- electronic signatures;
- digital signatures;
- scanned signatures;
- PDF signatures;
- signatures transmitted by email;

shall have the same legal effect as original handwritten signatures.

OPTIONAL WITNESS SECTION

(Recommended for high-value transactions)

Witness for Consultant

Name:

Address:

Signature:

Date:



Witness for Employer

Name:

Address:

Signature:

Date:





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SCHEDULE 1 PROJECT INFORMATION

Project Name:

Borrower:

Country:

Requested Financing Amount:
EUR _____

Purpose of Financing:

Target Financing Term:
15 Years

Target Grace Period:
5 Years

Target Interest Rate:
Maximum 4.25% per annum plus applicable benchmark adjustment



SCHEDULE 2 SUCCESS FEE SCHEDULE

Requested Financing Amount:

EUR _____

Consultancy Fee (3.0%):

EUR _____

Insurance Arrangement Fee (4.7%):

EUR _____

Total Success Fee (7.7%):

EUR _____

Payment Due Date:

Immediately upon occurrence of a Financing Ready Event pursuant to Clause 7 of this Agreement.



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EXCLUSIVE FINANCING MANDATE LETTER

Date: _____

To:
GBA CAPITAL LTD
("Consultant")

RE: EXCLUSIVE FINANCING MANDATE

Dear Sirs,

We, _____ ("Client"), hereby appoint GBA CAPITAL LTD as our exclusive financial consultant and financing arranger for the purpose of identifying, introducing, coordinating, structuring and facilitating financing opportunities in connection with the following project:

Project Name:

Country:

Requested Financing Amount:
EUR/USD _____

Purpose of Financing:

1. APPOINTMENT

The Client hereby grants the Consultant an exclusive mandate to seek, identify, introduce and coordinate potential lenders, investors, insurers, funding institutions and financing sources for the above-referenced project.

2. AUTHORITY

The Consultant is authorized to:

- a) present the Project to potential financing sources;
- b) distribute project-related information and business plans;
- c) conduct preliminary discussions with financing sources;



d) coordinate communications between the Client and financing sources;

e) assist in negotiating financing structures and terms.

The Consultant shall not have authority to legally bind the Client without the Client's prior written approval.

3. EXCLUSIVITY

During the term of this Mandate, the Client shall not appoint any other consultant, intermediary, broker or financing arranger in relation to substantially the same financing transaction without the Consultant's prior written consent.

4. SUCCESS FEE

The Parties acknowledge that the Success Fee payable to the Consultant shall be governed by the Consultancy and Financing Arrangement Agreement executed between the Parties.

5. INTRODUCED PARTIES

Any lender, investor, insurer, funding institution or related party introduced by the Consultant shall be deemed an Introduced Party and shall remain subject to the protections set forth in the Consultancy and Financing Arrangement Agreement.

6. CONFIDENTIALITY

The Client shall maintain strict confidentiality regarding all financing sources, transaction structures, commercial terms and Introduced Parties disclosed by the Consultant.

7. TERM

This Mandate shall remain valid for ninety (90) days from the date hereof unless extended by written agreement between the Parties.

8. GOVERNING LAW

This Mandate shall be governed by and construed in accordance with the laws of England and Wales.

9. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Mandate shall be resolved in accordance with the dispute resolution provisions contained in the Consultancy and Financing Arrangement Agreement.

Yours faithfully,



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CLIENT

Company Name:

Authorized Signatory:

Name:

Title:

Date:

Signature:

Acknowledged and Accepted

GBA CAPITAL LTD

Authorized Signatory:

Name:

Title:

Date:

Signature:





INTRODUCED PARTIES CERTIFICATE

Date: _____

Reference Project:

Employer:

Consultant:
GBA CAPITAL LTD

INTRODUCED PARTIES CERTIFICATE

The Employer hereby acknowledges and confirms that the following parties have been introduced, identified, presented, referred or disclosed by GBA CAPITAL LTD in connection with the Project and/or the Financing process.

The Employer further acknowledges that each party listed below shall constitute an "Introduced Party" as defined in the Consultancy and Financing Arrangement Agreement executed between the Parties.

SCHEDULE OF INTRODUCED PARTIES

No. | Date of Introduction | Introduced Party | Category | Country | Notes

1.	_____	_____	Lender / Investor / Insurer / Fund	_____	_____
2.	_____	_____	Lender / Investor / Insurer / Fund	_____	_____
3.	_____	_____	Lender / Investor / Insurer / Fund	_____	_____
4.	_____	_____	Lender / Investor / Insurer / Fund	_____	_____
5.	_____	_____	Lender / Investor / Insurer / Fund	_____	_____



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ACKNOWLEDGEMENT

The Employer expressly acknowledges and agrees that:

- a) the above parties were introduced by the Consultant;
- b) the Consultant shall remain entitled to all protections, rights and remedies provided under the Consultancy and Financing Arrangement Agreement in respect of the above parties;
- c) any Financing transaction, investment transaction, insurance arrangement, guarantee structure or equivalent funding arrangement concluded with any Introduced Party shall remain subject to the Consultant's Success Fee entitlement;
- d) the Employer shall not circumvent, bypass or otherwise exclude the Consultant in relation to any Introduced Party;
- e) this acknowledgement shall remain valid notwithstanding termination, expiration or cancellation of the Consultancy and Financing Arrangement Agreement.

CONTINUING EFFECT

The Parties acknowledge that additional Introduced Parties may be added to this Certificate from time to time by written amendment signed by the Parties.

Each amendment shall form an integral part of this Certificate.

SIGNATURES

EMPLOYER

Company Name:

Authorized Signatory:

Name:

Title:

Date:

Signature:



CONSULTANT

GBA CAPITAL LTD

Authorized Signatory:

Name:

Title:

Date:

Signature:





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SUCCESS FEE PAYMENT UNDERTAKING

Date: _____

To:

GBA CAPITAL LTD
(the "Consultant")

Reference Project:

Employer:

Requested Financing Amount:
EUR/USD _____





IRREVOCABLE SUCCESS FEE PAYMENT UNDERTAKING

In consideration of the financing advisory, structuring, introduction, coordination and arrangement services provided by GBA CAPITAL LTD in connection with the above-referenced Project, the undersigned Employer hereby irrevocably and unconditionally undertakes and agrees as follows:

1. ACKNOWLEDGEMENT

The Employer acknowledges that:

- a) the Consultant has been appointed as the exclusive financing consultant and arranger for the Project;
- b) the Consultant may introduce lenders, investors, insurers, funding institutions and other financing sources;
- c) the Consultant shall be entitled to the Success Fee in accordance with the Consultancy and Financing Arrangement Agreement executed between the Parties.

2. SUCCESS FEE

The Employer irrevocably undertakes to pay:

- a) Consultancy Fee:
Three percent (3.0%) of the Financing Amount;
- b) Insurance Arrangement Fee:
Four point seven percent (4.7%) of the Financing Amount;

Total Success Fee:
Seven point seven percent (7.7%) of the Financing Amount.

3. PAYMENT TRIGGER

The Employer acknowledges and agrees that the Success Fee shall become fully earned, due and payable immediately upon the occurrence of a Financing Ready Event.



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A Financing Ready Event shall have the meaning assigned to it in the Consultancy and Financing Arrangement Agreement.

4. NO DEFENCE BASED ON NON-DRAWDOWN

The Employer acknowledges and agrees that:

- a) the Consultant's entitlement to the Success Fee shall not depend upon actual disbursement of funds;
- b) the Consultant's entitlement shall not be affected by any delay, cancellation, withdrawal, refusal or failure by the Employer to complete the Financing transaction after a Financing Ready Event has occurred;
- c) the Success Fee shall remain payable notwithstanding any decision of the Employer not to proceed with the Financing transaction.

5. PAYMENT OBLIGATION

The Employer irrevocably undertakes to pay the Success Fee within five (5) Business Days following written demand by the Consultant after occurrence of a Financing Ready Event.

Payments shall be made in immediately available funds without deduction, withholding, set-off, counterclaim or defence.

6. DEFAULT INTEREST

Any overdue amount shall bear interest at the rate of:

SOFR / EURIBOR + 8.0% per annum

or

the maximum rate permitted by Applicable Law,

whichever is lower.

Interest shall accrue daily until payment in full.



7. CONTINUING OBLIGATION

This Undertaking shall remain valid and enforceable notwithstanding:

- a) amendment of the Consultancy Agreement;
- b) termination of the Consultancy Agreement;
- c) expiration of the Consultancy Agreement;
- d) any restructuring of the Financing transaction;
- e) any change in ownership, management or corporate structure of the Employer.

8. COSTS OF RECOVERY

The Employer shall reimburse the Consultant for:

- a) legal fees;
- b) arbitration costs;
- c) enforcement expenses;
- d) collection costs;

incurred in recovering any unpaid Success Fee.

9. GOVERNING LAW

This Undertaking shall be governed by and construed in accordance with the laws of England and Wales.

10. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Undertaking shall be finally resolved by arbitration under the Rules of the London Court of International Arbitration (LCIA).

Seat of Arbitration:
London, England.

Language:
English.

Number of Arbitrators:
One (1).



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IRREVOCABLE UNDERTAKING

The Employer acknowledges that this Undertaking is intended to create legally binding payment obligations and may be relied upon by the Consultant in connection with the provision of Services.

SIGNATURES

EMPLOYER

Company Name:

Authorized Signatory:

Name:

Title:

Date:

Signature:

Company Stamp (if applicable)

CONSULTANT

GBA CAPITAL LTD

Authorized Signatory:

Name:

Title:

Date:

Signature:



FEE PROTECTION AGREEMENT

Date: _____

BETWEEN

GBA CAPITAL LTD
(the "Consultant")

AND

(the "Employer")

Project:

Requested Financing Amount:
EUR/USD _____

RECITALS

WHEREAS:

- A. The Employer has appointed the Consultant pursuant to a Consultancy and Financing Arrangement Agreement (the "Consultancy Agreement");
- B. The Consultant has agreed to provide financing advisory, structuring, coordination, introduction and financing arrangement services;
- C. The Parties wish to establish additional contractual protection for the Consultant's Success Fee;

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to protect the Consultant's entitlement to the Success Fee arising from:

- a) financing introductions;
- b) investor introductions;
- c) lender introductions;



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- d) insurer introductions;
- e) funding arrangements;
- f) financing structures developed by the Consultant.

2. PROTECTED TRANSACTIONS

This Agreement shall apply to:

- a) loans;
- b) syndicated facilities;
- c) project finance facilities;
- d) bridge financing;
- e) structured finance;
- f) insurance-backed financing;
- g) guarantee-backed financing;
- h) investment facilities;
- i) equity investments;
- j) debt investments;
- k) any similar funding arrangement.

3. SUCCESS FEE

The Employer acknowledges that the Consultant shall be entitled to:

Consultancy Fee:

3.0%

Insurance Arrangement Fee:

4.7%

Total Success Fee:

7.7%

of the Financing Amount.



4. PROTECTED SOURCES

The Success Fee shall be payable in relation to any Financing obtained from:

- a) an Introduced Party;
- b) an affiliate of an Introduced Party;
- c) a subsidiary of an Introduced Party;
- d) a parent company of an Introduced Party;
- e) a funding source identified through an Introduced Party;
- f) a financing structure initiated through the Consultant.

5. NON-CIRCUMVENTION OF FEES

The Employer shall not take any action intended to avoid payment of the Success Fee.

Without limitation, the Employer shall not:

- a) restructure a transaction;
- b) replace a borrower;
- c) use an affiliate;
- d) use a shareholder;
- e) use a special purpose vehicle;
- f) use a related party;

for the purpose of avoiding payment of the Success Fee.



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6. FINANCING READY EVENT

The Employer acknowledges that the Success Fee becomes fully earned upon the occurrence of a Financing Ready Event.

The Employer further acknowledges that actual drawdown of funds shall not be required where the failure to complete the Financing results from:

- a) the Employer's decision;
- b) the Employer's actions;
- c) the Employer's omissions;
- d) the Employer's withdrawal from the transaction.

7. SURVIVAL PERIOD

The Consultant's entitlement to the Success Fee shall survive for five (5) years following:

- a) termination;
- b) expiration;
- c) cancellation;

of the Consultancy Agreement.

8. AUDIT RIGHTS

Upon reasonable notice, the Consultant may request information reasonably necessary to verify whether a Financing transaction has been completed with an Introduced Party.

The Employer shall cooperate in good faith with such request.

9. ACKNOWLEDGEMENT OF FAIRNESS

The Employer acknowledges and agrees that:

- a) the Consultant's fee structure is commercially reasonable;



- b) the Consultant invests substantial time, resources and expertise in arranging Financing opportunities;
- c) the protections contained herein are necessary and proportionate to protect the Consultant's legitimate commercial interests.

10. COSTS OF RECOVERY

The Employer shall reimburse the Consultant for all reasonable:

- a) legal fees;
- b) arbitration costs;
- c) enforcement expenses;
- d) collection costs;
- incurred in recovering unpaid Success Fees.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall be finally resolved under the Rules of the London Court of International Arbitration (LCIA).

Seat:
London, England.

Language:
English.

Arbitrators:
One (1).



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13. ENTIRE AGREEMENT

This Agreement supplements and reinforces the Consultancy Agreement.

In the event of inconsistency, the provision providing the greatest protection to the Consultant's Success Fee shall prevail to the extent permitted by Applicable Law.

SIGNATURES

CONSULTANT

GBA CAPITAL LTD

Authorized Signatory:

Name:

Title:

Date:

Signature:

EMPLOYER

Company Name:

Authorized Signatory:

Name:

Title:

Date:

Signature





NON-CIRCUMVENTION, NON-DISCLOSURE AND BUSINESS PROTECTION AGREEMENT

(NCNDA)

Date: _____

BETWEEN

GBA CAPITAL LTD
(the "Protected Party")

AND

(the "Recipient")

1. PURPOSE

The Parties acknowledge that confidential business information, financing structures, commercial relationships, funding sources, lenders, investors, insurers and Introduced Parties may be disclosed in connection with potential financing transactions.

The purpose of this Agreement is to protect such information and relationships.

2. DEFINITIONS

"Confidential Information" means any information disclosed directly or indirectly by the Protected Party including:

- a) business plans;
- b) financial models;
- c) investor presentations;
- d) lender information;
- e) insurer information;



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- f) financing structures;
- g) transaction arrangements;
- h) Introduced Parties;
- i) commercial terms;
- j) proprietary business information.

"Introduced Party" means any lender, investor, insurer, broker, funding institution, advisor or related party introduced directly or indirectly by the Protected Party.

3. NON-DISCLOSURE

The Recipient shall:

- a) keep all Confidential Information strictly confidential;
- b) use Confidential Information solely for evaluating potential transactions;
- c) not disclose Confidential Information to any third party without prior written consent;
- d) take reasonable measures to protect Confidential Information.

4. NON-CIRCUMVENTION

The Recipient shall not directly or indirectly:

- a) bypass;
- b) avoid;
- c) circumvent;
- d) exclude;
- e) interfere with;

the Protected Party in relation to any Introduced Party.



5. PROHIBITED CONDUCT

Without limitation, the Recipient shall not:

- a) negotiate directly with an Introduced Party for the purpose of avoiding fees;
- b) complete a transaction through affiliates or related parties to avoid fees;
- c) use alternative structures designed to avoid the Protected Party's rights;
- d) transfer opportunities disclosed by the Protected Party to third parties.

6. INTRODUCED PARTIES

All Introduced Parties shall remain protected for a period of five (5) years from the date of introduction.

The Recipient acknowledges that Introduced Parties constitute valuable business assets of the Protected Party.

7. BUSINESS RELATIONSHIP PROTECTION

The Recipient shall not solicit, recruit or attempt to hire any employee, contractor, advisor or representative introduced through the Protected Party for a period of two (2) years without prior written consent.

8. CONFIDENTIALITY PERIOD

The confidentiality obligations contained herein shall survive for ten (10) years following disclosure of the Confidential Information.

9. DAMAGES

The Recipient acknowledges that unauthorized disclosure or circumvention may cause substantial harm to the Protected Party.

Accordingly, the Protected Party shall be entitled to:

- a) injunctive relief;



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- b) specific performance;
- c) recovery of actual damages;
- d) recovery of lost fees and commissions;
- e) recovery of legal fees and arbitration costs.

10. NO LICENSE

Nothing in this Agreement shall grant the Recipient any ownership rights, licenses or interests in the Protected Party's business relationships, Introduced Parties, financing structures or proprietary information.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12. LCIA ARBITRATION

Any dispute arising out of or in connection with this Agreement shall be finally resolved under the Rules of the London Court of International Arbitration (LCIA).

Seat:
London, England.

Language:
English.

Arbitrators:
One (1).

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

**SIGNATURES**

PROTECTED PARTY

GBA CAPITAL LTD

Authorized Signatory:

Name:

Title:

Date:

Signature:

RECIPIENT

Company Name:

Authorized Signatory:

Name:

Title:

Date:

Signature:



BAG CAPITAL

CORPORATE GUARANTEE

Date: _____

Beneficiary:

GBA CAPITAL LTD
(the "Consultant")

Guarantor:

(the "Guarantor")

Employer:

(the "Employer")

Project:

Requested Financing Amount:

EUR/USD _____

RECITALS

WHEREAS:

- A. The Consultant and the Employer have entered into a Consultancy and Financing Arrangement Agreement (the "Consultancy Agreement");
- B. The Guarantor directly or indirectly owns, controls or is affiliated with the Employer;
- C. The Guarantor wishes to support the Employer's obligations under the Consultancy Agreement;

NOW THEREFORE, the Guarantor irrevocably agrees as follows:

1. GUARANTEE

The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual payment of all amounts owing by the Employer to the Consultant under:



- a) the Consultancy Agreement;
- b) the Success Fee Payment Undertaking;
- c) the Fee Protection Agreement;
- d) any amendment, extension or supplement thereto.

2. GUARANTEED OBLIGATIONS

The Guaranteed Obligations include:

- a) Success Fees;
- b) Consultancy Fees;
- c) Insurance Arrangement Fees;
- d) Liquidated Damages;
- e) Legal Fees;
- f) Arbitration Costs;
- g) Enforcement Expenses;
- h) Interest;
- i) Any other amounts payable to the Consultant.

3. NATURE OF GUARANTEE

This Guarantee shall be:

- a) irrevocable;
- b) unconditional;
- c) continuing;
- d) independent.

The obligations of the Guarantor shall not be affected by:



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- i) amendment of any underlying agreement;
- ii) extension of time;
- iii) restructuring of the transaction;
- iv) insolvency of the Employer;
- v) any dispute between the Consultant and the Employer.

4. FIRST DEMAND PAYMENT OBLIGATION

Upon receipt of a written demand from the Consultant stating that an amount is due and payable by the Employer, the Guarantor shall pay such amount within five (5) Business Days.

The Consultant shall not be required to:

- a) commence legal proceedings against the Employer;
- b) exhaust remedies against the Employer;
- c) pursue any security.

5. WAIVER OF DEFENCES

The Guarantor waives any defence arising from:

- a) set-off;
- b) counterclaim;
- c) delay;
- d) waiver;
- e) insolvency of the Employer;
- f) invalidity of any underlying agreement.

6. MAXIMUM LIABILITY

The maximum liability of the Guarantor shall be:



The greater of:

a) GBP 250,000;

or

b) the total amount of Success Fees, damages, costs and expenses due to the Consultant.

7. CONTINUING GUARANTEE

This Guarantee shall remain in full force until all Guaranteed Obligations have been fully and irrevocably discharged.

8. GOVERNING LAW

This Guarantee shall be governed by and construed in accordance with the laws of England and Wales.

9. LCIA ARBITRATION

Any dispute arising out of or in connection with this Guarantee shall be finally resolved under the Rules of the London Court of International Arbitration (LCIA).

Seat:
London, England.

Language:
English.

Arbitrators:
One (1).

10. EXECUTION

This Guarantee may be executed in counterparts and by electronic signature.

Electronic signatures, PDF signatures and scanned signatures shall be deemed original signatures.

END OF GUARANTEE

SIGNATURE PAGE FOLLOWS



BAG CAPITAL

EXECUTION PAGE

CORPORATE GUARANTEE

This Execution Page forms an integral part of the Corporate Guarantee dated ___ / ___ / 20__.

GUARANTOR

Company Name:

Country of Incorporation:

Company Registration Number:

Registered Address:

Represented By:

Name:

Title:

Passport / ID Number (optional):

Signature:

Date:

Company Seal (if applicable):

CONSULTANT

GBA CAPITAL LTD

Registered Address:

Company Registration Number:

Represented By:

Name:



Title:

Passport / ID Number (optional):

Signature:

Date:

Company Seal (if applicable):

GUARANTOR DECLARATION

The Guarantor hereby confirms that:

1. It has full corporate authority to enter into and perform this Corporate Guarantee.
2. All required corporate approvals have been obtained.
3. The signatory executing this Corporate Guarantee is duly authorized.
4. This Corporate Guarantee constitutes a valid, legal and binding obligation of the Guarantor.
5. The Guarantor has had the opportunity to obtain independent legal advice before execution.

CONSULTANT DECLARATION

The Consultant confirms that it accepts this Corporate Guarantee and agrees to be bound by its terms.

ELECTRONIC EXECUTION

The Parties agree that:

- Electronic signatures;
- Digital signatures;
- PDF signatures;
- Scanned signatures;
- Signatures transmitted by email;

shall be deemed original signatures and shall be fully valid and enforceable.



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OPTIONAL WITNESS SECTION

(Recommended for transactions exceeding EUR/USD 25 Million)

Witness for Guarantor

Full Name:

Address:

Occupation:

Signature:

Date:

Witness for Consultant

Full Name:

Address:

Occupation:

Signature:

Date:

DEED EXECUTION STATEMENT

(Subject to solicitor approval)

Executed and delivered as a deed on the date written above.