

MEMORANDUM OF UNDERSTANDING

By and between: -

MARIUS PHILLIPUS VOGEL

Driver's license number 105738551
of 38 Hamilton Drive, Clinton, 4680, QLD, Australia
(Hereinafter referred to as the "Mandator")

And

Izak Hermanus Labuschagne


of Unit 2, Cameron Court, 10 Chapman Dr., Clinton, 4680, QLD, Australia
Australian passport no. RA3479557
(Hereinafter referred to as the "Mandated")

Recitals

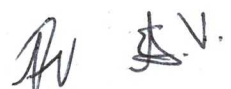
WHEREAS the parties are desirous to establish a Memorandum Understanding such as this, which is to serve as a basis for developing it into a workable agreement.

AND WHEREAS the mandator has sought International Strategic planning services and advice from the mandated in the following terms: -

- Research, collaborate; arrange for and co-ordinate meetings, advise and assist him in relocating his family to Vanuatu, as such to co-ordinate and attend to: -
1. VIPA visa application for him
 2. VIPA approval
 3. Business licence registration
 4. Company incorporation and registration
 5. Registration with national provident fund
 6. Business Plan preparation
 - a. Investment details – details about products and services
 - b. Business Structure – Organisational, abilities and staff capacities
 - c. Market research – target market, market position, risk management strategy, product/service, unique selling proposition
 - i. Research specific target markets and projects for contractual electrical and solar installation work
 - ii. Assist in securing distribution rights for innovative products adjunct to contracting services
 - iii. Assist in collaboration strategies with competitors
 - d. Financial information – cashflow projections, expenditure analysis, gearing, projections
 7. Apply as per Foreign Investment Approval Certificate (FIAC)
 - a. FIAC identification of business location – Prior consultation with local authorities
 - b. Police clearance
 8. Assurance by Luganville, Provincial and Port Villa councils re compliance with bylaws
 9. Company registration
 10. Employee work permit registration
 11. Registration for VAT
 12. Visa applications for family members
 13. Medical certificates
 14. Residency Permits
 15. Selection of suitable property
 - a. Moderation of sales agreement
 - b. Zonings
 - c. Water and power acquisition and generation
 - d. Building and construction permits



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- e. Formation of property / land trust where appropriate
- f. Importation of furniture and personal effects from Australia
- 16. Transfer of M&I partnership to Vanuatu
- 17. Assistance with marketing house in Australia
- 18. Relocation of M&I partnership to Vanuatu
- 19. Arrangement of importation licences for stock
- 20. Associated regulatory requirements
- 21. Such services as needed adjunct to the above

AND WHEREAS the mandator has agreed to pay the mandated a fee in consideration for his services equivalent to _% of the net proceeds after mortgage bond and personal loan repayments for his home in Australia, and which fee may be donated to a charity of the mandated's choice, should the mandated elect so to do.

WHEREFORE the parties hereto agree and contract as follows: -

Understanding

The parties understand that the conditions herein are firm undertakings that need yet to be reduced to a proper working agreement, which agreement will elaborate on the following: -

Specific Clauses

1. The parties agree to collaborate in utilising all means at their disposal to adhere to the mandate terms, general clauses and confidentiality, intellectual property, non-disclosure, non-solicitation, non-circumvention conditions contained herein.

General Clauses

Duration



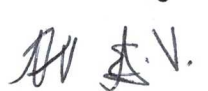
2. This mandate shall have the following conditions to its term: -
 - i. Term: This mandate shall remain in effect until the successful release of said funds, as defined by the completion of the following criteria: [Specify criteria or milestones].
 - ii. Termination: Either party may terminate this mandate with 30 days' written notice, provided that:
 - iii. The terminating party specifies the reason for termination, such as breach of contract, insolvency, or failure to fulfil obligations.
 - iv. A dispute resolution process, including mediation or arbitration, has been attempted.
 - v. Force Majeure: In the event of unforeseen circumstances beyond the control of either party, such as natural disasters or changes in law, the mandate's terms may be adjusted or extended without penalty.
 - vi. Ipso Facto: In the case of insolvency or significant financial distress of either party, the mandate may be temporarily suspended rather than automatically terminated.
 - vii. Review Period: The parties agree to conduct a periodic review of the mandate's progress and terms every [specify time period], allowing for necessary adjustments.

Parties not to assign

3. The Parties hereto shall not assign or purport to assign the benefit of this agreement without the prior consent in writing of the other parties to this agreement.

Interpretation

4. The words "in writing" whenever contained in this agreement shall be deemed to include any communication sent by letter, e-mail or other electronic media which is also at the disposal and regularly used by the other party
 - a. The parties hereto agree to the plain English, layman's interpretation to the terms and conditions set out herein and in no way whatsoever impute any interpretation hereto which is of an overly legally technical, formalistic in nature, or that was not in the reasonable layman's contemplation of the parties.

Duty of Care

5. Each party herein agrees to exercise the utmost duty of care in fulfilling their obligations herein and reserves unto itself all rights in respect thereto against any party not complying with its obligations.

Only agreement between parties

6. This agreement embodies the entire, complete and only agreement between the parties and there are no promises, terms, conditions, variations, novation's or obligations, oral or written, expressed or implied, other than those contained herein. The parties agree that any variation or addition hereto shall only be binding if reduced to writing and signed by all the signatories hereto in front of witnesses.

Non-circumvention and non-disclosure

7. This agreement shall be deemed to contain the **Confidentiality, Intellectual Property, Non-Circumvention, Non-Disclosure and Non-Solicitation** clauses included herein.

Utmost good faith

8. This agreement is entered into in utmost good faith and any performance in terms thereof shall similarly be conducted.

Indemnity

9. It is agreed that the mandated is indemnified and held harmless from any claims, damages, or liabilities arising from his performance and execution under this mandate, except in cases of gross negligence or wilful misconduct. This indemnity extends to actions taken in good faith and in accordance with the plans and strategies put forward by himself to the ends of the mandated terms as above described.

Dispute resolution

10. In the event of a dispute, the parties agree to first attempt to resolve the issue through mediation. If mediation fails, the dispute shall be referred to arbitration in accordance with the rules of The Arbitration Foundation of Vanuatu. By accepting this mandate, the mandated agrees to act in the best interest of both parties at all times in accordance with applicable laws and ethical standards.

Jurisdiction

11. The parties Choose Australia as the legal Jurisdiction in which this MOU arose.

Confidentiality

12. The confidentiality of this mandate is described in the terms under the following heading: -

CONFIDENTIALITY – INTELLECTUAL PROPERTY - NON-CIRCUMVENTION – NON-DISCLOSURE - NON-SOLICITATION

RECITALS

Whereas the aforementioned parties are desirous to engage in, facilitate or structure business transactions between one another and such parties introduced by them for their mutual benefit.

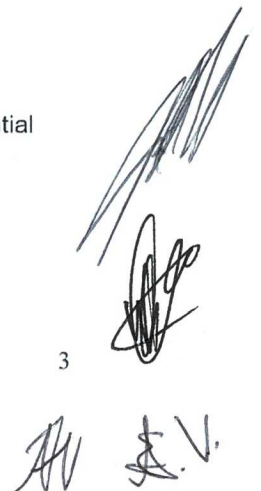
And whereas the parties realize and recognize the importance of maintaining the integrity of one another's intellectual property, strategies, trading systems technology, sources, and contacts.

And whereas the parties are desirous to enter into an agreement to the ends of preventing any act of circumvention between the parties.

And whereas the above-named parties intend to disclose to each other proprietary and confidential information.

And whereas the parties wish to protect such intellectual property, proprietary and confidential information in accordance with the provisions set out below.

NOW THEREFORE: -

Handwritten signatures and initials at the bottom right of the page. There are three distinct signatures: a large, stylized signature at the top, and two smaller signatures below it, one appearing to be 'AV' and the other 'J.V.'.

In consideration of the mutual benefits to be derived by the association of the signatories and their affiliated companies, corporations, individuals, agents, associates, assignees, or designees, the parties hereto agree to be bound by the following terms and conditions: -

DEFINITIONS

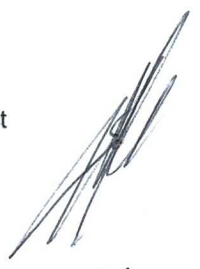
For the purposes of this agreement, unless the context clearly and unambiguously requires otherwise:

1. "Proprietary Information" as well as "intellectual property" means any technical or commercial information including (without limitation) business plans, budgets, legal documents, strategic plans, documentation, correspondence, cost estimates or other financial information or data, specifications, drawings, designs and know-how originally disclosed by one Party ("the Disclosing Party") to the other Party ("the Receiving Party") under this Agreement which is in written, other visual or machine readable form and clearly marked or designated by the Disclosing Party as "Proprietary" or "Confidential" (or is communicated orally on a basis of confidentiality).
2. The term "confidential Information" shall refer to all information, including but not limited to intellectual property in all its forms, business and trading systems and methodologies, developed technologies, programs, patent developments, engineering and the like as well as the names of any banks, lending institutions, investors, corporations, individuals or groups of individuals, lenders or borrowers, buyer or sellers, which is originally disclosed by one party ("the disclosing party") to the other party ("the receiving party") under this agreement in verbal, written, electronic or any other form, whether marked confidential or not, whether disclosed prior to, contemporaneous with or after the execution of this agreement –
 - 2.1. in connection with the receiving party's evaluation of any proposed transaction by the disclosing party or: -
 - 2.2. which would be considered confidential by a person exercising reasonable business judgment; and relating to the fact that the parties hereto are in discussions relating to a proposed transaction or the substance of any such discussions.
3. Confidential Information does not include any information which:
 - 3.1. Is in or which comes into the public domain otherwise than as a result of a breach of this agreement by any person to whom a disclosure of confidential Information is made as permitted under this agreement or of any other duty of confidentiality relating to the confidential information of which the receiving party has knowledge.
 - 3.2. Or was lawfully obtained by the receiving party from a third party with full rights of disclosure.
 - 3.3. Or the receiving party can show that he/she/they were already in unrestricted possession at the date of receipt of the confidential information under this agreement.
4. Any reference to any one gender, whether masculine, feminine or neuter, includes the other two.
5. Any word or expression defined in this agreement shall, if expressed in the singular, include the plural and vice versa and a cognate expression shall have a corresponding meaning.
6. If any provision in a definition is a substantive provision conferring any right or imposing any obligation on any party, effect shall be given to it as if it were a substantive provision in the body of this agreement, notwithstanding only being contained in the interpretation clause.
7. This agreement must be interpreted and enforced according to the laws of Vanuatu

TERMS AND CONDITIONS

1. It is understood that this agreement is a reciprocal one between the parties and that all parties are both disclosing and receiving parties concerning the proprietary or confidential information.

2. It is further understood and agreed that a party cannot be considered or adjudged to be in violation of the agreement when the violation is involuntary due to situations beyond their control such as acts of God, theft, of civil disturbances.
3. This shall in no way be construed as being an agreement of partnership, nor shall any party be liable for any other party's commitments or liabilities in business or personal dealing or situations.
4. This agreement is a perpetuating guarantee from the date of the conclusion of this agreement and is to be applied to any and all transactions entertained by the parties including subsequent follow-up, repeat, extended or re-negotiated transactions, as well as the initial transaction regardless of the success. The parties hereby confirm that the confidential information is currently and in future will remain the property of the disclosing party and shall remain so for the duration of this agreement.
5. Moreover, the parties agree that no representations or warranties of whatsoever nature other than as expressly provided for herein will be binding upon the parties.
6. The receiving parties hereby agree to keep completely confidential the confidential or proprietary information during the duration of this agreement. This agreement is to maintain the confidentiality of the parties' dealings with each other, and it is expressly understood that this agreement is not and shall not be construed as, or deemed to be, any form of an offer, letter of intent, agreement or commitment of any kind to enter into any contractual arrangement of any nature whatsoever. No confidential or proprietary information received by any receiving party pertaining to business transactions in cooperation with one another may be used for any purpose except as to advance their dealings with each other and may not be used to circumvent any of disclosing parties and/or to the detriment of any of the parties to this agreement.
7. No receiving party and/or their affiliated companies, corporations, individuals, agents, associates, assignees, or designees will enter into an agreement and/or acquire or obtain, or attempt to acquire or obtain, by any method whatsoever, either directly or indirectly, any interest or right or other form of participation in any agreement, with any third party introduced by any of the disclosing parties without the prior express written consent of such disclosing party.
8. This is to confirm that each of the receiving parties, separately and combined, hereby agree that they will not solicit, make any contact with, deal with, or otherwise be involved in any transaction(s) with any individual, banking or lending institution, trust, corporation, company, investor, or otherwise, introduced by the disclosing party without specific and agreed permission in writing of same. Should any receiving party attempt to circumvent any disclosing party and/or the obligation hereunder and enter into any contract or arrangement related to the confidential information, the parties hereto agree that any and all compensation that would have been due to the disclosing party from any business relationship formed by the receiving party in circumvention of this agreement, or any compensation that is paid or accrued, directly or indirectly, to or for the receiving party's benefit as a result of any transaction with, or new relationship with any third party or any other person as a result of such circumvention, will be payable in full to the disclosing party by the receiving party upon receiving such party's constructive or actual receipt of any financial benefits from any transaction or new relationship involving any such third party or any other person.
9. This agreement contains the entire understanding of the parties with respect to its subject matter and all prior negotiations, discussions, commitments and understandings with respect thereto not expressly contained herein shall be null and void. This agreement may be amended or modified only by a written document signed by all the parties hereto, including this clause.
10. No delay or omission to exercise any right, power, or remedy accruing to any party hereto upon any breach or default by the other under this agreement shall impair any such right or remedy, nor shall it be construed to be a waiver of any such breach or default.
11. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this agreement, and all of which when taken together, shall be deemed to constitute one and the same agreement.



12. All electronically transmitted documents regarding any business transaction(s) pursuant to the commerce as herein of hereinafter contemplated, including these documents, shall hold the same force and effect as original(s) hard copies. Notwithstanding, in due course, the original documents shall be forwarded to each Party for signature(s).

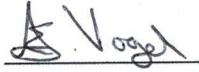
SIGNED THIS 4 DAY OF NOVEMBER AT CLINTON, 2024



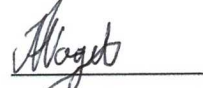
For The Mandator

(Warranting that I am duly authorised hereto)

Witnesses



Name ASTRELLA VOGEL



Name Anica Vogel

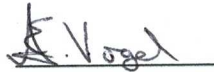
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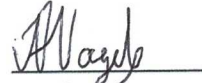
For The Mandated

(Warranting that I am duly authorised hereto)

Witnesses



Name ASTRELLA VOGEL



Name Anica Vogel