



JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the "Agreement") is made and entered into as of **THIS day of 15 SEPTEMBER 2020**,

BETWEEN:

CASH FLOW PROVIDER, a company registered **134 Buckingham Palace Road, London SW1W 9SA** (hereinafter called the **First Party**, which expression shall, where the context so permits, includes heirs, administrators, legal representatives, successors and assigns) of the one part;

AND

RAVI KIRAN MADIKI, Residing Address **23-5-8- municipal , colony Ratnampeta , Rajahmundry Urban Pin 533105, Andhra Pradesh , India .** (hereinafter called the **Second Party**, which expression shall, where the context so permits, includes heirs, administrators, legal representatives, successors and assigns) of the other part;

WHEREAS, the **First Party** is in the business of **Trade Finance Solutions and Providing Financial Instruments like SBLC/DLC/BG.**

WHEREAS, the **Second Party** is in the business of **Consultancy/Brokerage.**

WHEREAS, the **Second Party** has approached the **First Party** and has undertaken to provide the **First Party's** services to their clients through their platform across the world, wherever they are permitted by Law. The Parties mentioned herein desire to establish between them this agreement in order to collaborate in with the above said proposal.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the parties hereto agree as follows:

OBJECTIVES:

Both the Parties herein agree that, the **Second Party** based on this agreement shall provide the **First Party's** services to their clients through **Second Party's** platform. The **First Party** is an established authenticated reputed business firm and undertakes that it shall not charge extra to any of the **Second Party's** clients in comparison to their normal clients. The **Second Party** shall ensure that the **First Party's** services are highlighted on their platform and their marketing tools. The **First Party** shall provide their services to the **Second Party** worldwide .

CASH FLOW PROVIDERS.



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RAVI KIRAN MADIKI



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The agreement shall be considered a this agreement between the Parties in all respects, and in no event shall this agreement be construed to create a partnership or any other fiduciary relationship between the Parties.

OPERATION PROCESS:

Both the Parties mutually agree that the First Party will be responsible for issuing financial instruments to the clients generated / referred by the Second Party depending upon their needs / requirement and the second party shall be compensated for their efforts by means of commission.

The First Party shall pay 10% of the facilitation charges collected from the clients of every deal brought by Second Party through efforts or leads generated through them or their platform.

In case certain deals are of substantial amount, the percentage can be decided together by both parties on case to case basis depending on the amount of the financial instrument.

The Second Party confirms and agrees that the First Party needs to pay his/her commission only (1) after the issuance of the Financial Instrument i.e. the Letter of Credit / Bank Guarantee / Standby Letter of Credit and (2) after the receipt of Facilitation Charges from the First Party's clients.

Any and all net income accruing to the agreement shall be collected by the First Party even after the termination of this agreement. No commission shall be payable to the Second Party after the termination of the agreement whether by efflux of time or otherwise under this agreement, except when this agreement is renewed and the parties mutually further agree thereto.

DUTIES OF PARTIES:

Both the parties agree that they shall carry on this agreement to the greatest common advantage, to be just and faithful to each other, and to render true accounts and full information of all issues and matters affecting the parties or to any party herein.

Both the parties agree that from the date of this agreement they shall endeavor towards enhancing of business objectives of the Company.

Both the parties shall conduct their business at all times, in accordance with the applicable statutes, regulations and notification etc. issued by the Government or any other statutory authority.

NON-EXCLUSIVITY:

No exclusivity is formed by virtue of this this agreement and neither Party shall be obligated to make offers to the other related to any business.



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TERM:

Both the Parties agree that this agreement shall come into force on the date of its execution and shall remain in full force and effect for One (1) year. It shall be extended for further period on mutually consented terms expressly signed by both Parties if in case the First Party so desires to further extend based on the performance and deliverables of the Second Party under this Agreement.

TERMINATION:

Either Party shall have the right to terminate this agreement, by providing the other with written notice of termination at least sixty (60) days prior to the end of such Agreement Term. The agreement shall terminate upon termination of this Agreement.

CONFIDENTIAL INFORMATION:

The Parties shall not do any act in contravention of the agreement. The Second Party shall keep all keep all information of confidential nature received by the First Party in whatever form as strictly confidential and shall not disclose it to the third parties without the prior written consent of the First Party during the tenure of this Agreement.

FURTHER ACTIONS:

The Parties shall execute any documents with mutual consent and take all appropriate actions as may be necessary to give effect to This agreement. Transparent administration shall be established, in UK or other countries permitted by Law whereby full information is available to both the Parties at any time.

ASSIGNMENT:

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any such attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.

SEVERABILITY:

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions shall be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

NOTICES:

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All notices, requests, demands and other communications under this Agreement must be in writing and shall be sent to the respective addresses of the Parties first mentioned above through registered post or courier.

ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each Party hereto.

MISCELLANEOUS:

Excepting the powers, rights and authority herewith assigned nothing mentioned herein above will restrain either party from carrying on any of their present or future business activity as long as such activity does not hamper the prospect of this this agreement.

GOVERNING LAW AND JURISDICTION:

This Agreement, in all respects, shall be governed and construed in accordance with the Laws of England and Wales. Any dispute or difference of opinion as to the interpretation of this Agreement or the rights, obligations and entitlements of the Parties hereto which are not amicably settled between the Parties shall be submitted and adjudicated by the England and Wales Courts.

The parties hereto confirm that they have entered into this Agreement after understanding its content and consequences and all material facts were discussed and terms agreed upon represent the will of parties freely entered into.

IN WITNESSES WHEREOF the Parties hereto have endorsed their signatures to this Agreement on the **15TH of SEPTEMBER 2020** in London, England.

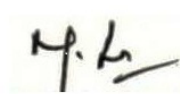
FOR AND BEHALF OF



CASH FLOW PROVIDER.
Signature and Stamp



FOR AND BEHALF OF



RAVI KIRAN MADIKE
Signature