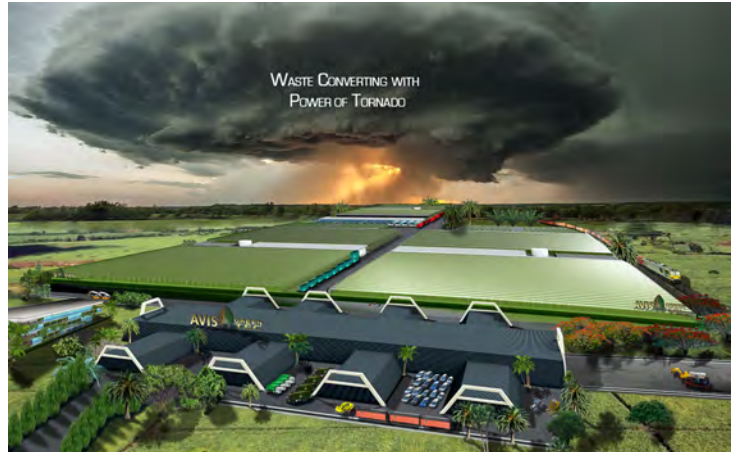




# AVIS GLOBAL GROUP

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AVIS Global Energy LTD with its subsidiary AVIS Bank and AVIS Capital is the infrastructure finance department of the AVIS Global Group PLC. AVIS Global Energy Limited is an international Waste to Energy company with a global strategy and industrial parks under development and in operation in numerous countries since the AVIS Global Energy franchise project was established in 2007. AVIS Global Energy has been spearheading a worldwide business



model designed to positively impact communities around the world. By alleviating municipal waste and converting to Nano-Powder for the 3D printing industries, it will help to transform the current global environmental and health problems into real solutions by generating clean energy resources, providing overall sanitation improvements and ensuring real, sustainable organic food production. Global challenges demand innovative thinking. AVIS Global Green Energy Industrial Parks are the result of such innovative thinking.

As the human population increases, so does the strain on the environment caused by intensive energy demands, aggressive exploitation of natural resources and massive accumulation of waste.

As of today, the AVIS Global Group of firms has reached above 120 facility developments in South America and further 80 around the world.

# FRANCHISE, COLLABORATION AND PARTICIPATION AGREEMENT

This Franchise, Collaboration and Participation Agreement is entered for the purpose of defining the terms and conditions of the collaboration between ..... and /or Associates for the host country ..... and AVIS Global Energy PLC. with its worldwide Subsidiaries

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www.avisbank.com  
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avisglobal



Between

AVIS Global Energy LTD (PLC) a United Kingdom public corporation with GBP 5.000.000.000,00 fully paid share capital and its Subsidiary AVIS Capital Ltd. a United Kingdom Corporation with GBP 10.000.000.000,00 fully paid share capital with offices in 90 Long Acre Covent Garden London WC2E 9RZ, United Kingdom hjk@avisbank.com and r.schell@avisbank.com, represented by Rosemarie Schell, Director and Controller and H.J. Koenig, Senior Advisor  
(Hereinafter denominated as AVIS) (or Corporation)

and

.....  
.....

Represented by: .....

Phone: ..... Email .....  
(Hereinafter denominated as FRANCHISE)  
Jointly Called Parties

## RECITALS

**WHEREAS**, AVIS Global Energy LTD (PLC). & AVIS Capital Ltd., (hereinafter otherwise referred to as "AVIS") is now in worldwide expansion status and determined that there are various key positions and responsibilities that have to be formed and constituted to optimize the results and the goals set by AVIS, at its initial stages of development and business expansion in the Territorial of Host country.

**WHEREAS**, AVIS Global Energy LTD (PLC). & AVIS Capital Ltd. (PLC) are in processing to be public traded by EURONEXT exchange.

**WHEREAS**, the Shareholders and Engineers has during the last 13 years significant capital invested into the development of the worldwide AVIS Global Green Energy Development and its technologies and business model.

**WHEREAS**, parties believe that, in order for parties' function well, it is imperative that the roles, responsibilities, expectancies of each party should be clarified and defined to avoid, in the future, any confusion, ambiguity and trouble at a later time. Hence, it is the intent of both parties that this Agreement should be a comprehensive document that should encompass each and every warranty, rights and obligations of each of the Parties.

WHEREAS, Parties need to set forth the terms and conditions of their business relationship so as to avoid any problems, ambiguities and confusion as to the roles, duties and rights of Parties that brought them to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations exchanged by the Parties, the Parties agree to be bound as follows:

SECTION 1: ENGAGEMENT

By this Agreement, AVIS and FRANCHISE hereby agree to collaborate in the implementation of the AVIS Global Green Energy Industrial Parks in the Territorial of Host country.

- and FRANCHISE shall act as Exclusive Representative of AVIS. in Host country.
- and FRANCHISE shall act as Representative and be the representative office of AVIS Bank in Host country.
- and FRANCHISE shall be Representative of the AVISPay world system.
- and FRANCHISE shall have access to AVIS green energy lease finance systems.
- and FRANCHISE shall have access to microcredits for infrastructure finance.

SECTION 2: TASKS AND DUTIES OF FRANCHISE.

FRANCHISE shall act as Exclusive Representatives, Advisors and Coordinators of AVIS in the Territorial of Host country and upon incorporation of the Local AVIS Companies. As Shareholder in each of said Local AVIS Companies is aware and respect the AVIS Franchise business model, and shall have the following duties and responsibilities:

2.1.] FRANCHISE shall provide its full collaboration to the AVIS expatriate management and technical teams, and shall assist in supervising, reviewing, monitoring, controlling or otherwise remediating any and all affairs, occurrences, matters, businesses within the scope of their responsibility;

2.2.] FRANCHISE shall recommend the engagement of a Local Advisor and Coordinator or Team, who shall assist AVIS in the performance of a number of duties, leading to implement the AVIS project in accordance to the policies and procedures established by AVIS.

2.3] FRANCHISE shall represent under careful consideration under existing laws AVIS Bank and AVISPay in Host country. FRANCHISE is aware that representing of a Banking Institution is a controlled and licensed commitment controlled and registered by the local regulators. FRANCHISE will not have signatory rights to commit AVIS Bank nor AVIS Pay for any engagement until such time the licence processing with the local regulatory has been positively completed. FRANCHISE will expressive request before any required engagement will be entered the mutual conscience in written format from the legal and compliance teams of AVIS. AVIS refuse any responsibility shall FRANCHISE enter in any agreement or commitment without the written conscience of AVIS.

2.4] FRANCHISE shall provide and support AVIS and the AVIS Franchise Worldwide Including the 35 subsidiaries with the worldwide organization for the final development of the AVIS Global Energy projecting worldwide. These supports including the launch of a new subsidiary called:

.....

whereby AVIS Global Energy LTD (PLC) has % of the share and voting rights and the FRANCHISE has % of the share and voting rights. New launched accounts will be controlled electronically by AVIS Capital Fund Managers.

SECTION 3: DUTIES AND TASKS OF AVIS.

3.1.] Shall honour and respect the judgment and actions of FRANCHISE and of the designated Local Advisor and Coordinator, provided they are in keeping with the goals, policies and procedures of the Corporation.

3.2.] Shall honour and respect and support FRANCHISE in any development required to reach the mutual target.

3.3.] Shall make access to AVIS Net and the entirely AVIS network and AVIS Banking world.

3.4.] Guarantee access to unlimited lease finance for the AVIS Global Green Energy Industrial Parks and guarantee to access microfinance for infrastructure developments via AVIS Global Humanitarian Foundation under standard politic of the AVIS foundation, subject of host location requirements and general politic of AVIS.

**SECTION 4: FRANCHISE CAPITAL**

4.1.] FRANCHISE shall pay GBP 5,000,000.00 (Five Million GBP) Franchise license fee for area ..... These fees will be paid by Franchise or compensated in form of a new infrastructure extension required for the final structuring of the AVIS Global Energy Project at the Host Location (ANNEX I)

4.2.] FRANCHISE shall be entitled to receive ..... shares of AVIS Capital PLC. (or any other public AVIS member Firm).

**SECTION 5: DURATION OF AGREEMENT**

5.1.] This Agreement shall remain in effect for the entire period of duration of the Local AVIS Company, beginning date of signature of this Agreement and until end of activities and dissolution of the Local AVIS Companies.

**SECTION 6: PERFORMANCE**

6.1.] The Shareholder participation and compensation package under the preceding paragraph 4 has been designed in consideration of the performance and delivery of the target goals fully discussed, negotiated and agreed upon by FRANCHISE.

6.2.] Hence, if FRANCHISE should not be able to achieve and maintain the AVIS target goals, that is, the signature of Contracts & Licences with Host Municipalities and the launch of AVIS Bank rep office for the implementation of the AVIS projects, AVIS shall have the right to nominate additional Country Representatives.

**SECTION 7: LIABILITIES OF EACH PARTY**

7.1.] The Parties to this Agreement shall be liable for any and all actions, activities or conduct caused by the negligence, or wilful conduct which shall cause injury, damage or losses to the other. In other words, one Party shall indemnify the other for losses or damages arising from the negligence or wilful conduct.

**SECTION 8: ASSIGNMENT AND TRANSFERS**

8.1.] Parties understand that FRANCHISE and his Host Location Associate has been invited to participate as shareholder on the basis of its unique personal and corporate relations and experience. Hence, the shares cannot be sold or assigned to any third Party without written acceptance by AVIS.

**SECTION 9: DEATH OR INCAPACITY.**

9.1.] In the event of death or permanent incapacity of any of the shareholders of FRANCHISE, the respective shares will be held by their respective heirs, successors or assigns, and the activity of AVIS shall continue without any interruption or suspension of business.

**SECTION 10: COVENANT OF CONFIDENTIALITY AND NON-DISCLOSURE**

10.1.] Each Party shall treat as confidential any and all information obtained from the other Party through the performance of any obligations or the exercise of any rights hereunder. All Parties, have the continuing duty to fully inform on any third Party requesting disclosure or otherwise intending to engage, hire or consult or contract any Party herein.

10.2.] During the term of this Agreement and /or the lifetime of the Local AVIS Companies, FRANCHISE, shall learn trade secrets and confidential information of the business and corporate opportunities that may be developed or otherwise be generated as a consequence of the current business. ["Trade Secrets"].

10.3.] FRANCHISE acknowledges that AVIS have invested substantial sums in the conceptualization, development, refinement and improvement of their business, otherwise referred to as "Trade Secrets", including but not limited to (a) the waste management, waste water treatment, their improvements, innovations and developments; educational materials, marketing materials; review programs, data, brochures, (b) strategies, marketing and funding resources; waste management and waste water treatment techniques and procedures; business development procedures, know-how and practices in managing and operating the company's businesses; (d) target customers or prospective realty buyers, and (e) any information about the business that is not known to the public.

FRANCHISE hereby commits not to disclose, directly or indirectly, to any person or entity any "Trade Secrets" of AVIS covered by this "Non-Disclosure Covenant", or otherwise participate, be involved in a similar or competitive business.

**SECTION 11: COVENANT OF NON-COMPETITION.**

11.1.] FRANCHISE agrees not to participate, engage in, invest in, or otherwise be involved, directly or indirectly, in any business, activities, or undertakings that compete, directly or indirectly, with the businesses of AVIS as set forth in this Agreement, either as a consultant, advisor, stockholder, silent partner, agent or assignee.

11.2.] Any breach of the above covenants shall forfeit and revoke any and all present and future benefits set forth or derived from shares in the Local AVIS Companies.

**SECTION 12: NON-USURPATION OF CORPORATE OPPORTUNITIES.**

12.1.] FRANCHISE understands and assumes its obligation to offer and surrender to AVIS, without need of demand, any and all business opportunities that would and could be utilized or developed by AVIS in its line of business as defined and restricted by the articles of incorporation.

**SECTION 13: RECORDS**

13.1.] FRANCHISE shall maintain a complete set of records and statements concerning the tasks performed by FRANCHISE in compliance with internal regulations of the Local AVIS Companies and with the requirements of applicable regulatory agencies.

13.2.] Upon due requirement, the said records shall be made available for inspection and examination by the regulatory agencies by the Internal / external auditors to be appointed by AVIS.

**SECTION 14: REPRESENTATIONS AND COVENANTS**

14.1.] FRANCHISE agree that any Party that has directly or indirectly caused the break-up of the AVIS businesses or affairs with the purpose of creating, supporting or in any way benefiting a competitive business or a business in the same line of AVIS shall be liable for any and all damages;

**SECTION 15: FULL & FINAL INTEGRATION OF PARTIES' AGREEMENT.**

15.1.] Parties stipulate that this Agreement is the full and final integration of their agreements. No previous, contemporaneous, oral or written agreement shall modify, alter or vary the terms and conditions set forth herein. It is understood that this Agreement has incorporated or otherwise included any and all provisions, agreements, conditions and stipulations agreed upon, negotiated and compromised by Parties. They Parties shall not later challenge or otherwise question any provision or condition arguing lack of understanding. It is presumed that when Parties affix their signatures, they have read and fully understood each and every provision written, and that by signing they manifest to be bound in good faith.

**SECTION 16: COVENANT OF GOOD FAITH**

16.1.] Parties stipulate and admit that, in entering into and in executing this Agreement, each of them have assumed the covenant of good faith and fair dealing.

**SECTION 17: SOLICITATION OF EMPLOYEES.**

17.1.] FRANCHISE hereby warrants that at no moment FRANCHISE shall attempt, either directly or indirectly, solicit, induce, recruit or encourage any of the AVIS employees to leave their employment.

**SECTION 18: CONFIDENTIALITY**

18.1.] FRANCHISE hereby declares and represents its firm commitment to keep in confidence proprietary information acquired during its business relationship with AVIS ad in its condition as shareholder of Local AVIS Companies.

**SECTION 19: ARBITRATION AND EQUITABLE RELIEF.**

19.1.] PARTIES AGREE THAT ANY DISPUTE OR CONTROVERSY ARISING OUT OF, RELATING TO, OR CONCERNING ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD IN LONDON, UNITED KINGDOM IN ACCORDANCE WITH THE RULES THEN IN EFFECT. THE ARBITRATOR MAY GRANT INJUNCTIONS OR OTHER RELIEF IN SUCH DISPUTE OR CONTROVERSY. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE ARBITRATION. JUDGMENT MAY BE ENTERED ON THE ARBITRATOR'S DECISION IN ANY COURT HAVING JURISDICTION. EACH PARTY SHALL PAY ONE-HALF OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY THE COUNSEL FEES AND EXPENSES. THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS, INCLUDING, BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGLIGENT OR INTENTIONAL MISREPRESENTATION; NEGLIGENT OR INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE; DEFAMATION; ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE OF THE JURISDICTION. IT IS UNDERSTOOD THAT EACH PARTY AGREES TO RESOLVE CLAIMS BY ARBITRATION RATHER THAN THROUGH THE COURTS.

**SECTION 20: GENERAL PROVISIONS.**

20.1.] GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION.

This Agreement will be governed by the laws of Ireland. Parties hereby expressly agree to submit to the jurisdiction of the courts in London, United Kingdom and hereby waive, abandon any challenges to personal jurisdiction.

**SECTION 21: MISCELLANEOUS.**

21.1.] SEVERABILITY. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

21.2.] SUCCESSORS AND ASSIGNS. This Agreement, in all its terms and conditions, will be binding upon the heirs, successors and assigns of FRANCHISE.

**SECTION 22: DUE UNDERSTANDING AND NOTICE TO SEEK ADVICE OF INDEPENDENT COUNSEL**

Upon signing this agreement, the signing party represents that s/he has understood the contents and legal implications of this Agreement. Parties and each of them have been made fully aware of their right to seek independent counsel to review and advise each of them as to the legal consequences of this Agreement, and she or has been advised to and, in fact, encouraged to seek advice of independent counsel: (a) to advise each of them as to the implications, the consequences and import of this Agreement and the stipulations provided and (b) as to the appropriateness, fairness and reasonableness of this Agreement and the terms and conditions therefor.

**SECTION 23: English is the Prevailing Language.** In the event of litigation arising for this Agreement, the English language shall be the prevailing language in interpreting and giving meaning to the intent and meaning of the provisions herein.

**IN WITNESS WHEREOF**, parties hereto set their hands on this .....

AVIS Global Energy LTD (PLC).

\_\_\_\_\_  
Rosemarie Schell  
Director Controller



\_\_\_\_\_  
H.J. Koenig  
Senior Advisor

FRANCHISE

\_\_\_\_\_  
Mr. ....

**(ANNEX I) HOST LOCATION INFRASTRUCTURE EXTENSION FOR FINANCIAL COMPENSATION**