



ELSAYED MOHSEN GOLD BULLION TRAD

INVESTMENT AGREEMENT

Advance payment system

BETWEEN

ELSAYED MOHSEN GOLD
BULLION TRADING SPC

&

HMS MOBILITY GMBH

CONTRCT NO: SMG03/2024

01/03/2024





ELSAYED MOHSEN GOLD BULLION TRAD

HEREINAFTER REFERRED TO AS FIRST PARTY)

COMPANY NAME:	ELSAYED MOHSEN GOLD BULLION TRADING SPC
COMPANY ADDRESS:	AL KHOUD 6 , MUSCAT , SULTANATE OF OMAN
COMPANY REGISTRATION NO:	1467851
BANK NAME	SOHAR INTERNATIONAL BANK
BANK ADDRESS	SULTANATE OF OMAN – MUSCAT -SHATTI ALQURM
BANK SWIFT CODE:	BSHROMRUXXX
ACCOUNT NAME:	ELSAYED MOHSEN GOLD BULLION TRADING SPC
ACCOUNT NUMBER EURO	043020013110 / EURO

AND

(HEREINAFTER REFFERED TO AS SECOND PARTY)

COMPANY NAME:	HMS MOBILITY GMBH
COMPANY ADDRESS:	DE 71522 BACKNANG STUTTGARTER STR.139
COMPANY REGISTRATION NO:	HRB 774037
REPRESENTED BY	HANS-JÖRG SCHWAB
BANK NAME	DEUTSCHE BANK AG
BANK ADDRESS	MUNSTERPLATZ 33, 89073 ULM, GERMANY
BANK SWIFT CODE:	DEUTDEDB630
ACCOUNT NAME:	HANS-JÖRG SCHWAB
ACCOUNT NUMBER EURO	40052290400
IBAN	DE71630700240052290400

1- COMMODITY SPECIFICATIONS

COMMODITY	PROJECTS DEVELOPMENT IN OMAN
AMOUNT	200,000,000 EURO





ELSAYED MOHSEN GOLD BULLION TRAD

Both together and individually hereinafter referred to as the «Parties», conclude an agreement of such content, hereinafter referred to as the «Agreement»:

WHEREAS:

Whereas the Parties hereto are desirous of entering into this Agreement for the purpose of developing own investment projects contemplated herein for the mutual benefit only and not for other purposes whatsoever.

Whereas the investor guarantees the co-investor that, the funds to be transferred, to make the investments, are all good and clean funds of non-criminal origin.

Whereas each Party hereto declares that they are legally empowered, fully authorized to execute and accept this agreement, as well as agree to be bound by its terms and be bound to comply with and / or be subject to penalties or other negative consequences if they do not comply

Whereas Investor through its fiduciary bank, where the final agreements will be lodged in and assigned to, confirms and warrants that, it has the financial capacity of euro funds and euro funds to transact under this Agreement.

Whereas the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that, they will upon the execution of this Agreement, complete the transaction contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties here to shall not be liable for any failure to perform under the “force majeure” provisions of the ICC, Paris.

Whereas both Parties herein agree that, each party has the full right to use and choose whatever company most suitable to carry out this assignment, to successfully complete the present transaction

SUBJECT OF AGREEMENT.

- In accordance with the provisions of this Agreement and general principles and regulations of the management of the financial resources the Investor instructs, and Party B undertake to manage investment plans accepted by parties and invested by Investor by this Agreement.
- The Investor's financial resources made available to Party B hereinafter referred to as the "Investments".
- According to the laws of and for execution of the Law of the regime of foreign international investing for two parties, the subject of this Agreement is a joint investment activity of the Parties, which is not connected with creation of new legal entities, on the following directions: investments in commercial sphere, social, innovative projects etc.
- The Contracting "Parties", to strengthen bilateral friendly international relations are intended to cooperate in the following make own projects at the expense of own funds and financial opportunities as well as attracting involving partners.
- Promoting involvement in the real economy and private regional priority investment projects.
- Promoting a balanced and sustainable growing system of financial support for projects and programs in priority areas.
- Minimizing investment and commercial risks involved in the implementation of projects and, can carry out reinvestment in the objects of the primary investment and other objects of investment and reinvestment.
- Party A bank issues an unconditional EURO-funds SWIFT MT103 within twenty-four (24) banking hours wire transfer to the bank account to be specified by Party B, in accordance with the following schedule of investments.

