

Hi kp

We are very pleased that you are joining the Liquidity Card Solution Global Family. We are looking forward to a mutually rewarding long-term relationship.

Your personal agreement has been drawn up and is based on the information that you provided. It is attached to this mail.

Your full signature is required on the line above GLOBAL PROJECT PARTNER on page 6. Please get two witnesses to sign on the lines provided, left of the GLOBAL PROJECT PARTNER'S signature on page 6.

Please upload the signed agreement to us along with a copy of your Proof of Identification to the website. We request that you upload the **Txid** for your Bitcoin payment to the website.

Kindly note that we will **never** change the Bitcoin wallet address via email, sms or a phone call.

Please upload the signed agreement to us along with a copy of your Proof of Identification to the website. We request that you upload the **Txid** for your Bitcoin payment to the website.

Speak To You Soon

Liquidity Card Solution
Global Project Partner

Support Centre

Office Land Line: 27 11 480 4955

Office Cell: 27 71 695 0408

MEMORANDUM OF AGREEMENT

GLOBAL PROJECT PARTNER

Made and entered into between LIQUIDITY CARD SOLUTION (THE COMPANY)
And

Full Names: kp Address: karikol Country: Australia
Email: kaliprasad.windzoon@gmail.com Mobile: 7894561230

The Effective Date shall mean **the date of signature**.
(Hereinafter called “**GOLBAL PROJECT PARTNER**”)

1. PREAMBLE

- 1.1 WHEREAS the COMPANY, through the experience of time, effort and money has developed a system and has the distribution for **LIQUIDITY CARD SOLUTION**.
- 1.2 WHEREAS the **COMPANY** is entitled to enter into contracts with the **GLOBAL PROJECT PARTNER** for the **GLOBAL CARD SOLUTION** of the **LIQUIDITY CARD SOLUTION**, AND WHEREAS the parties wish to record their agreement in writing.

2. DEFINITIONS

In this agreement, unless the context otherwise requires, the following words and phrases shall have the meaning here into assigned to them:

- 2.1 “**the Business**” shall mean the business conducted by the COMPANY to distribute **LIQUIDITY CARD SOLUTION** as per **ANNEXURE 1**
- 2.2 “the **COMPANY**,” shall mean **LIQUIDITY CARD SOLUTION (LIQUIDITY GLOBAL CARD SOLUTION (PTY) Ltd 2019/456058/07** being a wholly owned subsidiary of Liquid Gold Trust IT/7050/99) duly registered and incorporated in terms of the Companies and Intellectual Commission. **LIQUIDITY CARD SOLUTION** carries on business at 1st Floor, Block B, Metropolitan Park, 8A Hillside Road, Parktown 2196, South Africa. Tel: 27 11 480 4955 Fax: 086 461 6937 Email: info@lgtmap.co.za
- 2.3 “**the PRODUCT**” shall mean the product supplied by the Company **LIQUIDITY CARD SOLUTIONS**, as per **ANNEXURE 1**
- 2.4 “**the SCHEDULES**” shall mean the schedules of the COMPANY’S products and rates as per **ANNEXURE 1** as amended from time to time.
- 2.5 “**the PARTIES**” shall mean the **COMPANY** and **GLOBAL PROJECT PARTNER** collectively;

2.6 GLOBAL PROJECT PARTNER PROJECT shall mean all the **LIQUIDITY CARD SOLUTION'S** cards issued by the COMPANY as well as all clients resulting from referrals at a rate as set out in **Annexure 1**

3. Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the neuter and vice versa and words importing companies shall include persons and vice versa
4. The head notes in the agreement are for reference purposes only and shall not govern the interpretation of any of the provisions of this agreement

5. GLOBAL PROJECT PARTNER PROJECT

On the Effective Date the **GLOBAL PROJECT PARTNER** shall pay to the **COMPANY** the sum of \$475.00 (four hundred seventy-five Dollars)

Amount \$475.00 Bitcoin wallet **1NkGY55gq1DB7uQuzjwrMKLhkvM4aUifXF**

For the Portion Purchase, the **GLOBAL PROJECT PARTNER** shall receive a **1 / 8400** Portion of the **GLOBAL CARD SOLUTION** income, as outlined in **ANNEXURE 1.**

The **GLOBAL PROJECT PARTNER** shall receive 1 / 8400 portion of the **GLOBAL CARD SOLUTION** that will be paid for by 100% of the earnings as outlined in **ANNEXURE 1**

With effect from the effective date, the **COMPANY** grants to the **GLOBAL PROJECT PARTNER** the ownership of 2 portion / portions of the **8400 portion** GLOBAL CARD SOLUTION.

The earnings as per **ANNEXURE 1** relate to the **GLOBAL CARD SOLUTION** only. The **COMPANY** guarantees the **GLOBAL PROJECT PARTNER** that the **GLOBAL CARD SOLUTION** will not be divided into more than **8400 portions.** The **COMPANY** guarantees the **GLOBAL PROJECT PARTNER** that the **GLOBAL CARD SOLUTION** earnings set out in **Annexure 1** will be paid as set out in this agreement.

6. RIGHTS AND DUTIES OF THE COMPANY

The **COMPANY** is obliged to diligently run the business and to promote and market the product by appointing Agents and National Distributors. The **COMPANY** is obliged to constantly develop the **LIQUIDITY CARD SOLUTION'S** product. The **COMPANY** is obliged to provide monthly reports to the **GLOBAL PROJECT PARTNER** and to keep the **GLOBAL PROJECT PARTNER** up to date with developments. The **COMPANY** has entered into a long-term business relationship with the **GLOBAL PROJECT PARTNER**.

7. OBLIGATION OF THE GLOBAL PROJECT PARTNER

The **GLOBAL PROJECT PARTNER** has no obligation other than the initial portion purchase and the conditions of **ANNEXURE 2**. However we encourage the **GLOBAL PROJECT PARTNER** to maintain an active interest in the business and share ideas.

8. CALENDAR MONTH

The time period 1 (ONE) month shall commence on the 25th day of that month until 10h00 on the 25th day of the succeeding month. In the event that the 25th day is a weekend or a public holiday, then the end of the month shall be 10h00 on the next working day.

9. EARNINGS. The **COMPANY** shall pay to the **GLOBAL PROJECT PARTNER** on the following basis:

MONTHLY CARD FEE. The **COMPANY** shall pay to the **GLOBAL PROJECT PARTNER** for all collections of the monthly card fee for **LIQUIDITY CARD SOLUTION'S** Cards placed by the **COMPANY** via the **GLOBAL CARD SOLUTION PROJECT** made by Online Marketing, Agents, Distributors, Consultants and referrals during a month (as set out in point 8). The income derived from the monthly card fee will be paid to **GLOBAL PROJECT PARTNER** 40 days after the close of a calendar month. This income will be paid indefinitely. Such payment will be made electronically (into the **GLOBAL PROJECT PARTNER Account**) by the **COMPANY** to **GLOBAL PROJECT PARTNER** based on figures provided by the **COMPANY** to the **GLOBAL PROJECT PARTNER** 30 days after the close of a calendar month. This is an ongoing earning. The income derived as per **ANNEXURE 1** will be calculated and begin from the third calendar month from the Effective Date and will be paid to the **GLOBAL PROJECT PARTNER'S** on a monthly basis.

10. NON COMPETITION

During the subsistence of this agreement, the **GLOBAL PROJECT PARTNER** undertakes not to be involved in any business, whether directly or indirectly, which directly or indirectly competes with the business that of a stable coin payment card for individuals in the cryptocurrency environment.

11. NON COMPETITION

The **GLOBAL PROJECT PARTNER** shall not with the period of 2 (TWO) years after the termination of this agreement for any reason whatsoever be involved in a business which is similar to or competing with or endeavouring to compete with any business carried on or to be carried on by or franchised by the **COMPANY**, directly or indirectly, nor offer employment or employ or cause employment to be offered to or cause to be employed any person who is employed by the **COMPANY** or any of its **DISTRIBUTORS** at the date of termination of this agreement for any cause whatsoever or was so employed within any time within one year immediately preceding such termination. If any person who is employed by the **COMPANY** or any of its **DISTRIBUTORS** at the date of termination, or any cause whatsoever or was employed at any time within 1 (one) year immediately preceding such termination, and is employed by the **GLOBAL PROJECT PARTNER**, the **GLOBAL PROJECT PARTNER** shall be deemed to have offered employment or cause employment to be offered to such person, unless otherwise proved to the contrary.

12. WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties and no other conditions, stipulations, warranties, statements of fact or option or representations whatsoever have been made or relied upon either party other than as specifically included herein.

13. NON –VARIATION

No variation or cancellation of the provisions hereof shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

14. NON –WAIVER

No party to this agreement shall be regarded as having waived, or be precluded from exercising any right under this agreement by reason merely that such party has shown any indulgence to another party or parties hereto or fail to exercise or delayed in exercising any right under this agreement whether the same right or any other right.

15. SALE

The **GLOBAL PROJECT PARTNER** shall be able to Trade or Will the Portions in the **GLOBAL CARD SOLUTION** to any party they wish. The **GLOBAL PROJECT PARTNER** shall be able to sell the Portion in the **GLOBAL CARD SOLUTION** to any party they wish on condition the **GLOBAL PROJECT PARTNER** has first notified the **COMPANY** and given the **COMPANY** and or other **GLOBAL PROJECT PARTNERS** the first option to purchase the **GLOBAL PROJECT PARTNER'S Portion** in the **GLOBAL CARD SOLUTION** at a reasonable market value. The **COMPANY** or other **GLOBAL PROJECT PARTNERS** option to purchase the **GLOBAL PROJECT PARTNER'S Portions** in the **GLOBAL CARD SOLUTION** will apply after all 8400 portions in the **GLOBAL PROJECT PARTNERSHIP** have been sold.

ANNEXURE 1

GLOBAL PROJECT PARTNER Earning Structure

<u>Product</u>	<u>Unit Cost</u>	<u>Global Project Partner Income</u>
Monthly Fee	\$12.50	\$5.00

ANNEXURE 2

UNDERTAKING BY: 1. THE **GLOBAL PROJECT PARTNER** and 2. RECITALS WHEREAS:- The Company intends to enter into **GLOBAL CARD SOLUTION** agreement with the **GLOBAL PROJECT PARTNER** in respect of **LIQUIDITY CARD SOLUTION'S Cards** (hereinafter referred to as the "confidential information"), and The **COMPANY** will disclose certain confidential information and concepts to the **GLOBAL PROJECT PARTNER** to enable the **GLOBAL PROJECT PARTNER**; and Conditions of secrecy and confidentiality must be retained in respect of all information and discussion agreements which is not public domain; and all discussion, ideas, concepts, agreements and understandings are of highly sensitive nature in so far as divulgence thereof to any party or person other than the **GLOBAL PROJECT PARTNER** may seriously impair or be detrimental to the Company or its associated companies; and The said information shall only be released to the **GLOBAL PROJECT PARTNER** upon signature of this undertaking by the **GLOBAL PROJECT PARTNER**; and the parties hereby acknowledge and they understand and are in agreement with the statements stipulated above.

3. UNDERTAKING

The **GLOBAL PROJECT PARTNER** hereby: Irrevocably agrees and undertakes to specifically treat information relating to the said project in the strictest confidence and secrecy, irrespective of whether such information is communicated verbally or in writing; and to treat all information, ideas, concepts, discussions and agreements relating to the said project, in the strictest confidence and secrecy and to not directly or indirectly discuss with or disclose to any person such information without the prior written authorization of The Company; and keep all information relating to the said distribution agreement in a safe place for the period during which it is being held by the **GLOBAL PROJECT PARTNER** and not to allow any person to have insight therein or access thereto; and abide by the wording, spirit and import of this undertaking.


4. NON-CIRCUMVENTION


The **GLOBAL PROJECT PARTNER** hereby agrees that it shall not at any time use any information, irrespective of whether such information is communicated verbally or in writing, relating to the said confidential information or any idea or structure for its own profit or gain, nor shall it circumvent the Company by introducing information of the said matter or any idea communicated to them, to anyone else, an associate, corporate entity, family member, friend or the like, nor shall he endeavour to negotiate or conclude a transaction with anyone else.

Thus done and signed at Johannesburg on the 10 day of October 2019

AS WITNESS

1.  _____

2.  _____



**For and on behalf of the
Company**

Thus done and signed at Australia on the 10 day of October 2019

1. _____

2. _____

**For and on behalf of the
GLOBAL PROJECT PARTNER**