# MANDATE AGREEMENT

(Verification, Audit Services)

This Mandate Agreement ("Agreement") is entered into as of

("Effective Date"), by and between:

1. IFBH GmbH, a limited company incorporated and existing under the laws of Germany, with its registered office at Goethestrasse 49, 12305 Berlin, Germany ("IFBH" or "Mandated Party"),

2.

   a company incorporated under the laws of

   with its principal office at

   including its affiliates, directors, officers and authorised representatives

   or a private person with an address at:

   ("Client").

Each is a "Party" and together the "Parties."

## 1. Definitions and Interpretation

1.1 “Confidential Information” means all non-public, proprietary, financial, technical, commercial, legal, or other information disclosed by one Party to the other.

1.2 “Report” means the Verification & Valuation Report prepared by IFBH under this Agreement.

1.3 “Expenses” means all ancillary costs incurred by IFBH in performance of the Services, including travel, accommodation, courier, certification, translations, printing, telecommunications and related expenses.

1.4 Headings are for convenience only and shall not affect interpretation.

## 2 Purpose and Scope

2.1 The Client engages IFBH to provide verification, valuation, and legal advisory services (the “Services”) concerning the Client’s proposed project(s) or financial instruments.

2.2 The Services include verification of documentation, valuation of assets and projects, legal advisory, and preparation of a professional report.

2.3 The mandate does not include financing, investment, or commitments by IFBH, which require separate agreements.

## 3 Mandate and Exclusivity

3.1 The Client irrevocably appoints IFBH as the exclusive mandated party for the Services for the project(s) in Schedule A.

3.2 The Client shall not engage other advisors for identical services without IFBH’s prior written consent.

## 4 Fees and Payment

4.1 The Services are billed on a time and materials basis, in accordance with IFBH's professional fee schedule (Schedule B).

4.2 The Client shall pay a non-refundable advance retainer of 4999 € before commencement of work. No work shall begin before such advance payment is received.

4.3 Professional fees shall accrue on an hourly basis per Schedule B1 or Flat Fee per Schedule B2 as per client's choice.

4.4 Ancillary expenses (travel, local transportation, accommodation, courier, printing, translation, certification, etc.) shall be reimbursed at cost against receipts.

4.5 Invoices are payable within seven (7) business days. Overdue balances shall accrue interest at 1.5% per month until paid.

4.6 IFBH shall not release deliverables until all outstanding invoices are fully paid.

## 5 Client Obligations

5.1 The Client shall provide accurate, complete, and timely documentation and access as requested by IFBH.

5.2 The Client warrants that all information supplied is accurate, correct, and not misleading.

5.3 The Client shall indemnify IFBH against claims, damages, or losses arising from Client's misrepresentations, breaches, or unauthorised use of IFBH's deliverables.

## 6 Deliverables

6.1 IFBH shall deliver a Verification & Valuation Report setting out methodology, findings, and conclusions.

6.2 The Report is for the Client's internal use only. No third party shall rely on the Report without IFBH's prior written consent.

6.3 IFBH disclaims liability to any third party who may receive or use the Report without authorisation.

## 7 Compliance and Sanctions

7.1 The Client warrants that neither it nor its affiliates are subject to international sanctions (OFAC, EU, UN, etc.).

7.2 IFBH reserves the right to terminate immediately if the Client or its project is linked to sanctioned persons, jurisdictions, or unlawful activity.

## 8 Confidentiality and Data Protection

8.1 Each Party shall keep confidential all Confidential Information received from the other.

8.2 IFBH shall process Client data in compliance with the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act.

8.3 This obligation survives termination for five (5) years.

## 9 Force Majeure

9.1 Neither Party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, war, pandemics, or regulatory actions.

## 10 Term and Termination

10.1 This Agreement commences on the Effective Date until completion of Services.

10.2 Either Party may terminate with thirty (30) days' written notice.

10.3 IFBH may terminate immediately for non-payment, fraud, or unlawful conduct by the Client.

10.4 Termination does not release Client from payment obligations accrued up to termination.

## 11 Governing Law and Jurisdiction

11.1 The laws of Germany, Berlin shall govern this Agreement.

11.2 Exclusive jurisdiction lies with the state and federal courts of Berlin, Germany.

## 12 Miscellaneous

12.1 Notices shall be delivered by courier, registered mail, or confirmed email to the addresses stated herein.

12.2 This Agreement may be executed in counterparts and by electronic signature (e.g. DocuSign, PDF).

12.3 If any clause is held invalid, the remainder remains enforceable.

12.4 No waiver shall be valid unless expressly in writing.

## 13 Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

| **For International Finance Corporation LLC:** | |
|---|---|
| **Name:** | Name: |
| **Title:** | Title: |
| **Date:** | Date: |

## 14 Schedule A – Scope of Work

Verify:

## 15 Schedule B– Professional Fee to be paid upfront against the Invoice

Please opt for

B1 or B2

### B1 – Professional Fee Schedule per Hour

| | Hourly Fee in € | Hourly Fee in USD |
|---|---|---|
| **Senior Partner/ Counsel:** | 650 € | $ 757 |
| **Legal Associate:** | 475 € | $ 553 |
| **Auditor / Accountant:** | 250 € | $ 291 |
| **Engineer / Technical Expert:** | 475 € | $ 553 |
| **Administrative Support:** | 120 € | $ 140 |

Ancillary expenses reimbursable at cost (travel, transport, accommodation, courier, printing, translations, certifications, telecommunications, etc.) may apply

### B2 – Professional Fee Schedule Flat Fee

| Verification of Assets or financial Instruments | Fee in Euro | Fee in USD |
|---|---|---|
| **Up to 10 Million Euro** | 4.999,00 € | $ 5,822.00 |
| **10+ Million to 50 Million Euro** | 9.998,00 € | $ 11,642.00 |
| **50+ Million to 100 Million Euro** | 14.997,00 € | $ 17,462.00 |
| **100+ Million and above** | 19.996,00 € | $ 23,287.00 |

| | | |
|---|---|---|
| **Verification of Bank or Financial Institution** | 4.999,00 € | $ 5,822.00 |

Insurance costs may apply