

MANDATE AGREEMENT

(Verification, Valuation and Legal Advisory Services)

This Mandate Agreement (“Agreement”) is entered into as of

(“Effective Date”), by and between:

(1) International Finance Corporation LLC,
a limited liability company organised under the laws of the United States of America, with its registered office at 848 Brickell Ave., Penthouse 5, Miami, FL 33131, United States of America. Email: info@intfico.com, contact@intficorp.com (“IFC” or “Mandated Party”).

(2) _____,
a company incorporated under the laws of [Jurisdiction] with its principal office at _____
including its affiliates, directors, officers and authorised representatives (“Client”).

Each is a “Party” and together the “Parties.”

1 Definitions and Interpretation

- 1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
- 1.2 “Applicable Law” means all laws, statutes, regulations, directives and mandatory guidance in any jurisdiction relevant to the Services.
- 1.3 “Confidential Information” means all non-public, proprietary, financial, technical, commercial, legal or other information disclosed by a Party in connection with this Agreement, including the existence and terms of this Agreement.
- 1.4 “Deliverables” means any reports, memoranda, schedules, models, working papers, datasets, dashboards or other outputs provided by IFC to the Client under the Services.
- 1.5 “Expenses” means all reasonable and properly incurred ancillary costs associated with performing the Services, including international and domestic travel, local transportation, accommodation, courier/postal/shipping, translation and interpretation, legalisation and certification, filing and registry fees, printing/copying/scanning/binding, telecommunications, and secure data room costs.
- 1.6 “Report” means the Verification & Valuation Report prepared by IFC under this Agreement.
- 1.7 “Sanctions” means economic, financial, or trade sanctions laws or regimes of the United States (including OFAC), European Union, United Kingdom, United Nations Security Council, and any other applicable national authority.
- 1.8 “Services” means the verification, valuation and legal advisory services described in clause two and Schedule A.
- 1.9 “Working Day” means a day other than a Saturday, Sunday, or public holiday in Miami, Florida.
- 1.10 Interpretation rules: headings are for convenience only and shall not affect interpretation; words importing the singular include the plural and vice versa; “include” and “including” shall be deemed to be followed by “without limitation”.

2 Engagement, Purpose and Scope

- 2.1 The Client engages IFC to provide Services related to the Client's project(s), assets, instruments, or structures identified in Schedule A.
- 2.2 The Services include, without limitation: (a) verification of authenticity, completeness, and congruence of documents and records; (b) valuation and financial-technical analysis; (c) legal advisory regarding compliance, enforceability, and structural risks; and (d) preparation of the Report.
- 2.3 The Services are professional advisory services and do not constitute financing, underwriting, placement, investment management, broker-dealer activity, or a commitment to provide or arrange funding.
- 2.4 IFC shall perform the Services using appropriately qualified personnel by applicable professional standards.

3 Mandate, Exclusivity and Conflicts of Interest

- 3.1 The Client appoints IFC as its exclusive mandated party for the Services concerning the project(s) described in Schedule A during the term of this Agreement.
- 3.2 The Client shall promptly disclose any actual or potential conflict of interest. IFC will manage conflicts through its internal policies and Applicable Law.
- 3.3 The Client shall not appoint another advisor to perform materially overlapping services for the same project without IFC's prior written consent.

4 Fees, Advance Payment, Billing and Taxes

- 4.1 Fees accrue on a time-and-materials basis at the hourly rates in Schedule B (Professional Fee Schedule).
- 4.2 A non-refundable advance retainer of _____ USD is due in advance and must be received by IFC before commencement of any Services. IFC may also require a minimum pre-funded block of _____ hours against which time is drawn down.
- 4.3 Fees are exclusive of taxes. The Client shall bear all applicable sales, use, VAT, GST, or similar taxes, excluding IFC's income taxes.

- 4.4 Invoices are issued in USD and are payable by wire transfer to the bank account designated on IFC's invoice.
- 4.5 Late payment interest accrues at 1.5 per cent per month (or the maximum permitted by law, if lower) until paid. IFC may recover reasonable costs of collection.
- 4.6 If withholding taxes apply, the Client shall gross up payments so that IFC receives the amounts it would have received absent such withholding.

5 Expenses and Reimbursement Policy

- 5.1 The Client shall reimburse IFC for Expenses at cost against presentation of receipts where reasonably available, as further detailed in Schedule C (Expenses Policy).
- 5.2 Travel shall be booked on commercially reasonable terms. Lodging and subsistence shall be reasonable for the location. The Client shall pre-approve any single Expense exceeding 1000 USD where practicable.
- 5.3 Travel time may be billed at 50% of the applicable hourly rate unless otherwise agreed.

6 Timekeeping, Invoicing and Disputed Charges

- 6.1 Time is recorded in increments of 0.2 hours with sufficient detail to identify task, role, and date.
- 6.2 Invoices are issued monthly in arrears or at milestones and will include a summary of time entries and Expenses.
- 6.3 The Client shall notify IFC of any disputed charges within five (5) Working Days of receipt, identifying the specific items and reasons. Undisputed sums remain payable when due.
- 6.4 IFC may suspend work for non-payment after five (5) Working Days' written notice.

7 Change Control and Variations

- 7.1 Any change to scope, deliverables, assumptions, or timetable shall be recorded in a Change Order per Schedule E (Change Order Template).
- 7.2 A Change Order is effective only when signed by both Parties. IFC has no obligation to perform work outside the existing scope before a Change Order is executed.

8 Methodology, Quality Standards and Deliverables

- 8.1 IFC will apply appropriate professional methodologies and quality assurance processes. IFC's internal working papers are not Deliverables unless expressly stated.
- 8.2 Deliverables are prepared for the Client's internal use. The Report may summarise or reference underlying analyses that remain IFC's confidential working papers.
- 8.3 No third party may rely on the Report or any Deliverable without IFC's written consent. IFC disclaims liability to any third party.

9 Acceptance, Rejection and Cure

- 9.1 Upon delivery of a Deliverable, the Client shall review it within five (5) Working Days and notify IFC in writing of any material non-conformity with the agreed scope.
- 9.2 IFC will use reasonable efforts to address material non-conformities within a reasonable period. Deliverables shall be deemed accepted absent timely written notice under clause 9.1.

10 Client Obligations and Warranties

- 10.1 The Client shall provide complete, accurate, and timely information, access, and assistance as reasonably requested by IFC.
- 10.2 The Client warrants that all information supplied is accurate, correct, and not misleading, and that it has the necessary rights and consents to disclose such information to IFC.
- 10.3 The Client shall promptly inform IFC of any material change affecting the project or previously provided information.

11 Subcontracting, Personnel and Independence

- 11.1 IFC may engage affiliates or third-party experts to perform parts of the Services. IFC remains responsible for its performance against the Client.
- 11.2 The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship, or agency.
- 11.3 Non-solicitation: During the term and twelve (12) months thereafter, the Client shall not solicit employment from any IFC personnel who materially worked on the Services without IFC's prior written consent.

12 Compliance: AML, Sanctions, Anti-Bribery and Export Controls

- 12.1 The Client represents and warrants that neither it, its Affiliates, directors, officers, nor beneficial owners are subject to Sanctions or designated by OFAC, EU, UK or UN lists.
- 12.2 The Client shall provide KYC and beneficial ownership information per Schedule H and complete the questionnaire at Schedule I.
- 12.3 The Client represents that no unlawful payments, bribes, facilitation payments, or improper advantages have been or will be offered or made, in compliance with the U.S. FCPA and similar laws.
- 12.4 Export Controls: The Client warrants compliance with U.S. export control laws and will not provide export-controlled data without written notice to IFC.

13 Data Protection and Privacy

- 13.1 Each Party shall comply with Applicable Law relating to personal data.
- 13.2 Where IFC processes personal data for the Client, the Data Processing Addendum at Schedule J applies and forms part of this Agreement.
- 13.3 The Client warrants that personal data has been lawfully provided to IFC and that appropriate notices have been provided to data subjects.

14 Confidentiality and Publication

- 14.1 Each Party shall keep Confidential Information secure and use it solely for this Agreement.
- 14.2 Exceptions include public information that is already known without breach, independently developed, or lawfully obtained from a third party without restriction.
- 14.3 Compelled Disclosure: A Party may disclose Confidential Information if required by law or authority, providing prior notice to the other Party were lawful and practicable.

15 Intellectual Property and Licence

- 15.1 IFC retains all intellectual property rights in its methodologies, know-how, tools, templates, and working papers.
- 15.2 Upon full payment of all fees and Expenses, IFC grants the Client a non-exclusive, non-transferable licence to use the Deliverables for its internal purposes in connection with the project specified in Schedule A.
- 15.3 No third party may rely upon or use the Deliverables without IFC's written consent.

16 Records, Audit and Retention

- 16.1 IFC will maintain accurate records of hours and Expenses for three (3) years after the final invoice.
- 16.2 Upon reasonable written notice, the Client may audit such records solely to verify invoice accuracy during normal business hours, subject to confidentiality and privilege protections.

17 Insurance and Site Access

- 17.1 IFC shall maintain commercially reasonable professional liability and general liability insurance. Certificates are available on request.
- 17.2 Site access shall comply with Client health, safety and environmental rules and the protocol set out in Schedule N.

18 Publicity, Non-Solicitation and Non-Disparagement

- 18.1 Neither Party shall issue public statements or use the other's name or logo without prior written consent, except as required by law or a competent authority.
- 18.2 Each Party shall refrain from public disparagement of the other Party.

19 Force Majeure

- 19.1 Neither Party shall be liable for delay or failure in performance due to events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, pandemics, labour disputes, cyber incidents, or governmental actions.
- 19.2 The affected Party shall notify the other Party as soon as reasonably practicable and use reasonable efforts to mitigate the effects.

20 Term, Suspension and Termination

- 20.1 This Agreement commences on the Effective Date and continues until completion of the Services unless terminated earlier by this clause.
- 20.2 Either Party may terminate for convenience upon thirty (30) days' written notice.
- 20.3 IFC may suspend or terminate immediately for non-payment, material breach, illegality, sanctions concerns, or misrepresentation.
- 20.4 On termination, the Client shall pay for Services performed and Expenses incurred up to the effective date.

21 Warranties, Disclaimer and Limitation of Liability

- 21.1 The Services are provided on a professional best-efforts basis. IFC does not warrant bankability, financeability, or particular outcomes.
- 21.2 To the maximum extent permitted by law, IFC's aggregate liability arising out of or in connection with this Agreement is capped at the total fees paid by the Client under this Agreement.
- 21.3 Neither Party is liable for indirect, consequential, incidental, special, exemplary, or punitive damages.

22 Dispute Resolution and Escalation

- 22.1 Senior representatives of the Parties shall meet in good faith to resolve disputes within ten (10) Working Days of a written dispute notice.
- 22.2 If the dispute remains unresolved after good-faith discussions and mediation in Miami, Florida, the Parties may seek relief per clause 28.

23 Notices

- 23.1 Notices must be in writing and delivered by (a) courier, (b) registered mail, or (c) email with confirmation of receipt, to the addresses below (or as updated by written notice).
- 23.2 Notices take effect upon delivery by courier, signature for registered mail, and confirmation of receipt for email.
- 23.3 IFC Notices Address: International Finance Corporation LLC, 848 Brickell Ave., Penthouse 5, Miami, FL 33131, USA. Email: info@intfico.com; contact@intficorp.com.
- 23.4 Client Notices Address:

24 Assignment, Novation and Subcontracting

- 24.1 Neither Party may assign or novate this Agreement without the other's prior written consent, except that IFC may assign to an Affiliate or as part of a merger, reorganisation, or business sale.

25 Entire Agreement, Order of Precedence and Interpretation

- 25.1 This Agreement, including its Schedules, constitutes the entire agreement between the Parties and supersedes all prior proposals, understandings and representations relating to its subject matter.
- 25.2 In case of conflict, the body of this Agreement prevails over the Schedules unless a Schedule expressly states otherwise.

26 Severability, Waiver and Remedies

26.1 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

26.2 No failure or delay in exercising any right or remedy shall be a waiver. Remedies are cumulative unless expressly stated otherwise.

27 Counterparts and Electronic Signatures

27.1 This Agreement may be executed in counterparts and by electronic signature (including DocuSign and PDF); each shall be deemed an original and constitute one instrument.

28 Governing Law and Jurisdiction

28.1 The laws of the United States of America and the State of Florida govern this Agreement.

28.2 The state and federal courts in Miami, Florida, USA, shall have exclusive jurisdiction. Each Party irrevocably submits to such courts and waives any objection to venue and forum.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the Effective Date.

For International Finance Corporation LLC: For

Name:

Name:

Title:

Title:

Date:

Date:

29 SCHEDULE A – Scope of Work

A.1 Purpose. This Schedule A defines the scope of Services to be provided by IFC for each project.

A.2 Project Identification. The Client shall provide: (a) project title; (b) sector and subsector; (c) geographic location; (d) anticipated investment size; (e) project timeline; (f) key counterparties; (g) regulatory regime and permits; and (h) strategic objectives.

A.3 Verification Scope. IFC shall perform: (a) authenticity checks of corporate and project documents; (b) completeness and congruence testing against checklists; (c) regulatory mapping; (d) site verification, where applicable; (e) counterparty screening and reputational checks; and (f) gap analysis with a corrective action plan.

A.4 Valuation Scope. IFC shall perform: (a) financial model review or build; (b) discounted cash flow analysis; (c) market comparables and precedent transactions; (d) cost benchmarking; (e) technical capacity and efficiency assessment; and (f) sensitivity and scenario analysis.

A.5 Legal Advisory Scope. IFC shall assess: (a) licences, permits, and concessions; (b) title and land rights; (c) contract enforceability; (d) security package feasibility; (e) dispute resolution and governing law provisions; and (f) compliance with sectoral regulations.

A.6 Deliverables. IFC shall provide: (a) an executive summary; (b) a verification and valuation report; (c) a risk register; (d) a regulatory checklist; and (e) a recommended next steps plan.

A.7 Assumptions and Dependencies. The scope assumes that the client will provide complete documentation in a timely manner and have access to sites and officials as required.

30 SCHEDULE B – Professional Fee Schedule

B.1 Hourly Rates (USD).

B.1.1 Senior Partner or Senior Counsel:	\$	per hour.
B.1.2 Legal Associate:	\$	per hour.
B.1.3 Auditor or Accountant:	\$	per hour.
B.1.4 Engineer or Technical Expert:	\$	per hour.
B.1.5 Economist or Financial Modeller:	\$	per hour.
B.1.6 Administrative Support:	\$	per hour.

B.2 Billing Increments. Time recorded in 0.2-hour increments.

B.3 Travel Time. Billable at 50% of the applicable hourly rate unless otherwise agreed in writing.

B.4 Premiums. Weekend or urgent work may be subject to a surcharge of [20]% with prior Client consent.

31 SCHEDULE C – Expenses Policy

C.1 Policy Overview. The Client reimburses IFC for Expenses at cost by this Schedule C.

C.2 Travel and Lodging. Air travel shall be economy for flights under 4 hours and premium economy or business for flights over 8 hours, where necessary for health or productivity; hotels and subsistence shall be reasonable for the location.

C.3 Local Transport. Taxis, ride-share, car hire, mileage at IRS rate, tolls and parking are reimbursable.

C.4 Documentation and Logistics. Courier, postal, printing, copying, scanning, binding and secure data room fees are reimbursable.

C.5 Regulatory and Legal Costs. Translation, interpretation, legalisation, certification, filing and registry fees are reimbursable.

C.6 Travel Compliance. Visas, permits, vaccinations and related travel compliance costs are reimbursable.

32 SCHEDULE D – Billing and Payment Rules

D.1 Invoicing Frequency. Monthly in arrears and/or upon milestones or deliverable acceptance, as specified in Schedule A or a Change Order.

D.2 Payment Method. Wire transfer in USD to IFC's designated account. Banking details will be provided on each invoice.

D.3 Payment Term. Seven (7) Working Days from invoice date unless otherwise stated.

D.4 Dispute Procedure. Client must notify IFC of disputed items within five (5) Working Days, specifying the amounts and reasons. Undisputed items remain payable when due.

D.5 Late Payment. Interest accrues per clause 4.5. IFC may suspend Services for non-payment after notice per clause 6.4.

D.6 Tax Gross-Up. Where withholding applies, gross-up per clause 4.6.

33 SCHEDULE E – Change Order Template

E.1 Template Fields: (a) Change Order No.; (b) Reference to Agreement and Schedule A; (c) Description of Change; (d) Rationale; (e) Impact on Scope; (f) Impact on Timeline; (g) Revised Estimate of Hours by Role; (h) Additional Expenses; (i) Dependencies and Assumptions; (j) Approvals.

E.2 Process. A Change Order is effective only upon signature by authorised representatives of both Parties. Work outside the existing scope shall not commence before such signature.

34 SCHEDULE F – Document Request List

F.1 Corporate Documentation: (a) certificate of incorporation/good standing; (b) bylaws/operating agreement; (c) shareholder register; (d) organisational chart; (e) board resolutions authorising the project; (f) beneficial ownership declarations.

F.2 Project Documentation: (a) executive summary; (b) feasibility notes; (c) preliminary designs and schematics; (d) site maps and surveys; (e) permits and licences; (f) land titles and encumbrance reports.

F.3 Contracts: (a) EPC; (b) O&M; (c) off-take; (d) supply; (e) concession/lease; (f) insurance binders; (g) MOUs and LOIs.

F.4 Financial: (a) model with assumptions; (b) historical financials; (c) CAPEX and OPEX breakdown; (d) funding plan; (e) working capital assumptions; (f) sensitivity analyses, if any.

F.5 Environmental and Social: (a) baseline studies; (b) EIA scoping; (c) ESMP; (d) community consultation records; (e) biodiversity or heritage constraints.

F.6 Legal and Regulatory: (a) litigation searches; (b) regulatory correspondence; (c) tax registrations and rulings; (d) compliance certificates.

35 SCHEDULE G – Data Room Protocol

G.1 Platform. A secure data room or encrypted repository with role-based access shall be used (e.g., SharePoint, OneDrive, Dropbox Enterprise, equivalent).

G.2 Structure. Folder taxonomy shall mirror Schedule F categories. Document naming conventions shall include version, date (YYYYMMDD), and author.

G.3 Access. IFC and designated experts shall be granted read access. Download restrictions shall be avoided unless mandated by law.

G.4 Audit Trail. The platform should maintain access logs, and the client shall not remove them during the term.

G.5 Data Integrity. Originals shall be preserved; any redactions or translations must be labelled as such.

G.6 Closure. The data room will be archived or returned upon completion per Schedule J and clause 16.

36 SCHEDULE H – KYC and Beneficial Ownership Requirements

H.1 Identification Documents. Certified copies of passports or government IDs for directors, officers, and ultimate beneficial owners (UBOs).

H.2 Proof of Address. Recent utility bill, bank statement, or government letter (not older than 90 days).

H.3 Corporate Evidence. Certificate of incorporation, register extracts, good standing certificate (not older than 90 days), and corporate structure chart down to natural persons.

H.4 Ownership Thresholds. Declaration of beneficial owners holding 10% or more, or exercising control by other means.

H.5 Source of Funds/Wealth. Narrative and documentary evidence demonstrating the lawful origin of funds and wealth, including bank statements, contracts, audited accounts, or sale agreements.

H.6 Politically Exposed Persons. Disclosure of PEP status for relevant individuals with supporting details.

H.7 Screening. Consent to screening against sanctions and adverse media databases.

37 SCHEDULE I – Sanctions and Export Controls Questionnaire

I.1 Sanctions Exposure. Disclose any listing or investigation under U.S., EU, UK, or UN sanctions regimes for the Client, Affiliates, directors, officers, or UBOs.

I.2 Dealings with Sanctioned Persons/Jurisdictions. Identify any dealings in the preceding five (5) years with persons or jurisdictions subject to comprehensive sanctions.

I.3 Export-Controlled Technology. Identify any export-controlled technology or technical data involved, including ECCN/classification and licences/authorisations obtained or required.

I.4 Compliance Policies. Provide copies of internal sanctions, export control policies, and screening procedures.

I.5 Certifications. The Client certifies responses are accurate and complete and will update IFC promptly upon changes.

38 SCHEDULE J – Data Processing Addendum

J.1 Roles. The Client controls the personal data provided to IFC; IFC is the processor processing such data to perform the Services.

J.2 Subject Matter and Duration. Processing personal data strictly for the performance of the Services for the term of the Agreement.

J.3 Nature and Purpose. Verification, valuation and legal advisory activities, including compliance checks and due diligence.

J.4 Categories of Data. Identification, contact, professional, and compliance data for directors, officers, employees, UBOs, and counterparties.

J.5 Security Measures. Access controls, encryption at rest and in transit where appropriate, least-privilege access, incident response and breach notification without undue delay.

J.6 Subprocessors. IFC may appoint subprocessors subject to equivalent protections; an updated list is available on request.

J.7 Cross-Border Transfers. Personal data may be transferred and processed outside the country of origin, subject to appropriate safeguards (e.g., SCCs).

J.8 Data Subject Requests. IFC shall assist the Client in responding to requests where reasonable and at cost.

J.9 Return and Deletion. Upon termination, IFC shall, at the Client's option, return or delete personal data and save it for copies retained under legal holds or record retention requirements.

39 SCHEDULE K – Third-Party Confidentiality Undertaking

K.1 Purpose. Third-party experts under this Agreement must sign this undertaking before accessing Confidential Information.

K.2 Core Obligations. (a) confidentiality; (b) use restriction to the Services; (c) no disclosure without IFC's consent; (d) return or destruction upon request; (e) term of five (5) years; (f) Florida governing law and Miami courts jurisdiction.

K.3 Remedies. Breach may cause irreparable harm; equitable relief (injunction) and damages are available in addition to other remedies.

40 SCHEDULE L – Template Notices of Suspension and Termination

L.1 Suspension for Non-Payment. The template includes invoice references, amounts due, notice period, suspension effective date, and conditions to lift suspension.

L.2 Termination for Convenience. The template includes the effective date, wind-down arrangements, and return of materials.

L.3 Termination for Cause. The template includes a description of the breach, a cure period if any, an effective termination date, and surviving obligations.

41 SCHEDULE M – Insurance Requirements

M.1 (a) **Professional Liability (Errors and Omissions):** USD 1,000,000 per claim.
(b) **General Liability:** USD 2,000,000 per occurrence, USD 4,000,000 aggregate.
(c) **Workers' Compensation:** As required by Applicable Law, including Employer's Liability coverage of not less than USD 1,000,000 each accident/disease.

M.2 Evidence of Insurance. Certificates available upon request. Material changes shall be noted by the Client where lawful.

M.3 No Limitation. Insurance does not limit IFC's obligations or the Client's remedies except as expressly provided in the Agreement.

42 SCHEDULE N – Site Visit and HSE Protocol

N.1 Pre-Visit Assessment. IFC will conduct a risk assessment and safety briefing based on Client-provided site rules.

N.2 PPE and Supervision. IFC personnel will comply with PPE requirements and site supervision instructions.

N.3 Incident Reporting. All incidents and near-misses shall be reported promptly to Client representatives and recorded.

N.4 Emergency Procedures. IFC personnel will follow site-specific emergency and evacuation procedures.

N.5 Environmental Protection. IFC personnel will adhere to environmental protection measures and community engagement guidelines where applicable.

43 SCHEDULE O – Conflict of Interest Disclosure Form

O.1 The Client shall disclose any relationships, financial interests, or circumstances that could reasonably be perceived as a conflict concerning the project or counterparties.

O.2 The disclosure shall identify the nature of the interest, the parties involved, and proposed mitigations. IFC will assess and determine appropriate