

MANDATE AGREEMENT

(Initial Project Audit)

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

with its registered office at

including its affiliates, directors, officers and authorised
representatives (“Client”).

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

1. Purpose and Scope

- 1.1 The Client engages IFC to perform an initial audit of the Client's project(s) and associated documentation (the "Audit").
- 1.2 The Audit shall include: (a) Verification of completeness of project documents against IFC's published requirements; (b) Review of internal consistency, congruence, and evidentiary sufficiency; (c) Identification of missing documentation, deficiencies, or incongruities; (d) Preparation of an Initial Audit Report summarising IFC's findings and recommendations for corrective action.
- 1.3 This mandate does not extend to complete verification, valuation, legal advisory, feasibility studies, financing, or investment commitments. Such services require a separate mandate.

2 Fees and Expenses

- 2.1 The Audit shall be billed on a time-and-materials basis at the hourly rates set out in Schedule A (Professional Fee Schedule).
- 2.2 The Client shall pay a non-refundable advance retainer of USD prior to commencement. No work shall commence until IFC confirms receipt of cleared funds.
- 2.3 In addition to professional fees, the Client shall reimburse IFC for all reasonable Expenses, including travel, accommodation, courier, translation, certification, printing, and telecommunications, at cost.
- 2.4 Invoices are payable within seven (7) business days. Overdue sums accrue interest at 1.5% per month until paid. IFC shall not release the Initial Audit Report until all outstanding invoices are settled in full.

3 Client Obligations

- 3.1 The Client shall provide IFC with complete access to all relevant documents, permits, corporate records, contracts, financial models, and other supporting information in a consolidated secure repository (Dropbox, OneDrive, or equivalent).
- 3.2 The Client warrants that all information supplied is accurate, complete, and not misleading.
- 3.3 IFC is entitled to rely on all information provided without independent verification.

4 Deliverables

- 4.1 IFC shall deliver an Initial Audit Report to the Client. The Report shall: (a) Summarise documentation reviewed; (b) Identify gaps, inconsistencies, or defects; (c) Recommend corrective actions.
- 4.2 The Report is prepared solely for the Client's use and may not be disclosed or relied upon by third parties without IFC's prior written consent.

5 Term and Termination

- 5.1 This Agreement commences on the Effective Date and terminates upon delivery of the Initial Audit Report, unless earlier terminated in accordance with this clause.
- 5.2 Either Party may terminate this Agreement upon five (5) business days' written notice. IFC may terminate immediately for non-payment, misrepresentation, or unlawful conduct.
- 5.3 Termination shall not affect IFC's right to payment for all Services performed and Expenses incurred up to the termination date.

6 Confidentiality

- 6.1 Each Party shall treat all non-public information received from the other as strictly confidential and shall not disclose it without prior written consent, save as required by law.
- 6.2 This obligation survives termination for five (5) years.

7 Governing Law and Jurisdiction

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Florida.
- 7.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Miami, Florida, USA.

8 Execution

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

For International Finance Corporation LLC

For

Name:

Name:

Title:

Title:

Date:

Date:

9 Schedule A – Professional Fee Schedule

Senior Partner / Counsel:	\$ 767.41	per hour
Legal Associate:	\$ 560.80	per hour
Auditor / Accountant:	\$ 295.16	per hour
Engineer / Technical Expert:	\$ 560.80	per hour
Administrative Support:	\$ 141.68	per hour

Ancillary Expenses: reimbursable at cost (travel, transport, accommodation, courier, printing, translations, certifications, telecommunications, etc.)