

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 applicable U.S. and international data protection laws.
- 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
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Insurance costs may apply