Dated the 12th day of December 2015

BETWEEN

GOLD PRIME TECHNOLOGY LIMITED
(Company Registration No.: 2325446)

AND

GOLDEN SERENITY LTD
(Company Registration No.: 177399)

COLLABORATION AGREEMENT
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLAUSE 1 – COLLABORATION</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>CLAUSE 2 – CONTINUATION OF TERMS</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>CLAUSE 3 – THE OFFICIAL ADDRESS</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>CLAUSE 4 – THE APPOINTMENT OF EXCLUSIVE SUB-WORKER</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>CLAUSE 5 – SCOPE OF THIS AGREEMENT</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>CLAUSE 6 – CONSIDERATION</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>CLAUSE 7 – ANCILLARY DOCUMENTS</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>CLAUSE 8 – RESPONSIBILITY</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>CLAUSE 9 – COST AND EXPENSES</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>CLAUSE 10 – OBLIGATIONS AND COVENANT</td>
<td>6</td>
</tr>
<tr>
<td>11</td>
<td>CLAUSE 11 – TERMINATION</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>CLAUSE 12 – FORCE MAJEURE</td>
<td>8</td>
</tr>
<tr>
<td>13</td>
<td>CLAUSE 13 – CONFIDENTIALITY</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>CLAUSE 14 – DURATION</td>
<td>11</td>
</tr>
<tr>
<td>15</td>
<td>CLAUSE 15 – AUTHORITY INDEMNITIES AND WAIVER</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>CLAUSE 16 – NOTICES</td>
<td>11</td>
</tr>
<tr>
<td>17</td>
<td>CLAUSE 17 – GOVERNING LAW</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>CLAUSE 18 – ENTIRE AGREEMENT</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>CLAUSE 19 – INVALIDITY AND SEVERABILITY</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>CLAUSE 20 – PROPRIETARY OF DOCUMENTS</td>
<td>13</td>
</tr>
<tr>
<td>21</td>
<td>CLAUSE 21 – SETTLEMENT OF DISPUTES</td>
<td>13</td>
</tr>
<tr>
<td>22</td>
<td>CLAUSE 22 – DISPUTE RESOLUTION</td>
<td>13</td>
</tr>
</tbody>
</table>
CLAUSE 23 – ARBITRATION

CLAUSE 24 – SERVICE OF DEMAND AND LEGAL PROCESS

CLAUSE 25 – HEADING AND INTERPRETATION

CLAUSE 26 – NO PARTNERSHIP

CLAUSE 27 – REPRESENTATION AND WARRANTIES

CLAUSE 28 – EQUITY CLAUSE

CLAUSE 29 – FURTHER ASSURANCE/DUTIES

CLAUSE 30 – EFFECT OF INVALID OR UNENFORCEABLE PROVISIONS

CLAUSE 31 – SUCCESSORS BOUND

CLAUSE 32 – COSTS, STAMP DUTY AND EXPENSES

CLAUSE 33 – AMENDMENTS

CLAUSE 34 – TIME

CLAUSE 35 – LANGUAGE

CLAUSE 36 – AUTHORITY

CLAUSE 37 – COUNTERPARTS

SCHEDULE 1
COLLABORATION AGREEMENT

COLLABORATION AGREEMENT is made this day of 2016

BETWEEN

GOLD PRIME TECHNOLOGY LIMITED (Company Registration No.: 2325446) of 13A/F, South Tower, World Finance Centre, Harbour City, 17 Canton Road, TsimShaTsui, Kowloon, Hong Kong (hereinafter referred to as "GPTL") of the first part;

AND

GOLDEN SERENITY LTD (Company No.:177399), of Second Floor, Capital City, Independence Avenue, P.O Box 1008, Victoria, Mahe, Seychelles (hereinafter referred to as "GSL") of the other part;

(Both GPTL and GSL hereinafter referred to individually as a 'Party' or collectively as the 'Parties').

WHEREAS:

A. The Parties hereto desire to collaborate for the preparation and submission and development of software technologies and also Dinar Coin specifically mentioned in Section 1 of Schedule 1 herein for the (hereinafter called 'the Projects') and upon such Projects are being accepted by the Party for the execution of all the works related to the Project and as indicated in the contract documents issued by the Parties; and

B. The Parties hereto wish to record the terms upon which they intend of entering into this collaboration and to set out the rights and obligations between themselves in respect to all matter pertaining to Projects.

NOW THEREFORE, in pursuance of the foregoing and in consideration of the mutual undertakings and agreement herein contained and for other good and valuable consideration, the receipt of which by each party from the other is hereby acknowledged, the Parties hereto agree as follows:-

1. COLLABORATION

1.1 The Parties hereby agree that GPTL shall prepare the proposal and/or other documents (hereinafter called “the Documents”) for submission to the GSL and upon such approval being granted by GPTL after further discussion upon receiving the Documents,
GSL shall proceed as the main exclusive sub-worker of the Projects to be performed and/or carried out by GPTL on exclusive basis.

2. CONTINUATION OF TERMS
2.1 The rights and obligations of the Parties in respect of the works to be undertaken under the contract shall be contained in this Agreement (hereinafter referred to as ‘this Agreement’). The Parties hereby agree that this Agreement determine roles, responsibilities and obligations of the Parties which shall include any relevant and appropriate provisions and shall give continuity to them unless it is agreed mutually in writing that some provisions should be aside amended or altered.

3. THE OFFICIAL ADDRESS
3.1 The official address for correspondence with any third party in respect of the Projects shall be 13A/F, South Tower, World Finance Centre, Harbour City, 17 Canton Road, TsimShaTsui, Kowloon, Hong Kong, PROVIDED ALWAYS that any correspondence received by one Party in respect of the Project shall be forthwith transmitted to the other Party upon receipt of the same by the receiving Party.

4. THE APPOINTMENT OF GSL AS EXCLUSIVE SUB-WORKER
4.1 It is hereby agreed by the Parties that:

(a) GPTL shall prepare the documents to be submitted to the GSL after their approval; and

(b) Upon such approval under Clause 4.1(a) herein being obtained, any dealings, negotiations and/or discussion with GSL either commercial or technical in nature shall be carried out in GPTL’s presence; and

(c) GSL shall upon receiving GPTL’s instructions in writing execute all agreement, contract and/or documents in respect of the Project; and

(d) It is hereby expressly and irrevocably agreed that upon the award of the Project, GSL will be appointed as the main exclusive sub-worker.

5. SCOPE OF THIS AGREEMENT
5.1 This Agreement shall relate solely to the respective rights and obligations of the Parties in connection with the Projects, and the performance of such activities. Unless otherwise specifically agreed in writing, this Agreement shall not extend to any other activities, transactions, relationships, contracts or works or be deemed to create general relationship between the Parties hereto.
6. CONSIDERATION

6.1 In consideration of being granted an exclusive right, GSL shall pay for the software services and technology consulting and Dinar Coin digital currency to GPTL in accordance with the terms of this Agreement. The fees unless otherwise agreed in writing in relation to the time and mode of payment shall be paid a month after the calendar year and/or after the completion of the said Projects from accumulate payment made by the public.

6.2 GSL agreed that the fees shall be paid to GPTL as set out in Section 2 of Schedule 1 annexed hereto throughout the term of this Agreement after the necessary deduction is made.

6.3 GSL shall keep and maintains at all times full and accurate books of accounts and records including, slip, invoices, contracts etc.

7. ANCILLARY DOCUMENTS

7.1 The execution of any other ancillary documents not being documents contemplated by this Agreement shall be mutually discussed by the Parties. The Parties shall however, execute all ancillary documents contemplated and/or intended by this Agreement.

8. RESPONSIBILITY

8.1 GPTL takes responsibility of the Projects and shall indemnify GSL of any liabilities in respect of the Projects thereof.

9. COST AND EXPENSES

9.1 All cost and expenses in connection with the preparation and submission of the Documents shall be borne by GPTL.

10. OBLIGATIONS AND COVENANT

10.1 Mutual Covenants

Each of the Parties agrees that the obligations of the Parties shall be as follows:

a) The Parties hereto respectively shall endeavor to give their fullest cooperation in order to ensure its success;

b) The Parties hereto shall take all necessary steps on their part and to do such and things as are necessary and within their power and authority for the time being to carry into effect the provisions of this Agreement;
c) The Parties hereto respectively shall exercise their best endeavour at all times to promote and safeguard the interests of the other party hereto;

d) To jointly promote the Projects in worldwide market;

e) The Parties hereto respectively shall perform and observe all the provisions of this Agreement; and

f) It is the intention of the Parties hereto respectively that this Agreement shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interest of any of them.

10.2 GPTL hereby undertakes and covenant:-

a) Cooperate in good faith;

b) shall be responsible to apply and obtain from relevant authorities the requisite licenses, permits, assessment and other fee related to its operation of the Projects and shall complied with all rules and regulations required by laws;

c) To assist and support GSL in getting the relevant license from local authority for the performance of the Projects and relevant activities, cost and expenses incurred shall be borne by GPTL;

d) GPTL will be the only provider of software services, technology products, platforms, and provide consultation regarding to all technologies aspects to GSL;

e) To provide high quality software and technology consulting services to GSL;

f) To jointly promote the Projects with GSL for the entire period of this Agreement;

g) Shall not be held responsible for any conduct by GSL which are not similar in nature and not within the scope of this Agreement;

h) Shall indemnifies against all cost, expenses, damages, liabilities of any nature whatsoever arising from any delays, non-performance or breach, claims, demands, suits, actions, proceedings, that GSL may suffer or incur in connection with the terms and conditions of this Agreement.

10.3 GSL hereby undertakes and covenant:-

(a) Cooperate in good faith;
(b) Shall ensure at its own expense to take out the relevant insurance policies in connections of the Projects;

(c) To jointly promote the Projects with GPTL for the entire period of this Agreement;

(d) GSL shall own 100% of their ETPS program (service) and will be the exclusive operator of the service;

(e) GSL to promote Dinar Coin digital currency around the world through their innovative programs;

(f) To get necessary approval from the relevant authority for the Projects; and

(g) Shall indemnifies against all cost, expenses, damages, liabilities of any nature whatsoever arising from non-performance or breach, claims, demands, suits, actions, proceedings, the infringement of copyright or trademark to the advertising contents that GPTL may suffer or incur in connection with the terms and conditions of this Agreement.

11. **TERMINATION**

11.1 Either party shall have the right to terminate this Agreement by notice in writing served on the defaulting party at least one (1) month notice to that effect if the defaulting party materially breaches any of its obligations hereunder and fails to remedy that breach within Fourteen (14) days from the date of receipt of written notice without prejudice to the right and remedies in future of the other party may possess.

11.2 However, this Agreement shall automatically terminated in the Projects if either of the Parties shall become insolvent, bankruptcy liquidation (either voluntarily or compulsory other than for purposes of amalgamation or reconstruction), or a receiver is appointed on behalf of the creditors of any parties.

11.3 Upon termination by either party, all the conducts and services shall forthwith cease in any way whatsoever by both parties.

11.4 Notwithstanding the provision in Clause 11.1 herein, either party may terminate this Agreement before the expiry of the terms provided that the party terminating shall prior give to other party at least Three (3) months written notice of such termination.

12. **FORCE MAJEURE**

12.1 Neither GSL nor GPTL shall be in breach of its obligations under this Agreement if it is unable to perform its obligation under this Agreement (or any part thereof), other than the payment obligation as a result of the occurrence an event of Force Majeure.
12.2 The expression “Force Majeure” shall mean the following events:

(a) War, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war terrorism;

(b) Ionising, radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;

(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(d) Natural catastrophe (against which have been taken reasonable precautions) including but not limited to earthquakes, floods, subsidence, tempest, lightning and inclement weather;

(e) Riot and disorders, criminal damage, sabotage, strike, lockout, labour unrest or other industrial disturbances affecting the performance of this Agreement which causes or can reasonably expected to cause, either party to fail to comply with its obligation.

12.3 A party intending to seek relief under this clause shall, if it has warning of the happening of an Projects of Force Majeure which will cause a failure in its obligations under this Agreement, then before, and in any case immediately after the happening of the Projects, notify the other party of the happening of that Projects and furnish reasonable full particulars thereof, if available.

12.4 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

12.5 If either Party considers the events of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

13. **CONFIDENTIALITY**

13.1 The Parties hereto undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other party hereto during the period of this Agreement or any other Agreement made pursuant to this Agreement. The parties hereto agree that the provisions of this Clause shall continue to be binding for a period to be agreed upon between the parties hereto notwithstanding termination of this Agreement.
Confidential Information

13.1.1 Except or otherwise provided herein, this Agreement and any information provided or caused to be provided by a party to the other hereunder (“Confidential Information”) is confidential to the parties. This Agreement and all information flowing provided and/or exchanged between the parties hereto, save for such information that is within the public domain, by reason of its operation shall be kept confidential and shall not be used disclosed to any third party, unless made pursuant to and for the purpose of this Agreement and/or provided to its professional advisors.

13.1.2 Each party hereto undertakes that it shall not without the consent of the other party disclose information pertaining to this Agreement to a third party unless the consent of the other party is first obtained whereby such consent shall not be unreasonably withheld. None of its contents may be used for any purpose other than that of this Agreement or disclosed by either party to any other person or party except, and then only to the minimum extent necessary to inform a party’s employees and professional advisers to allow the implementation of the matters and transactions provided for herein.

13.2 Permitted Disclosure

13.2.1 Either party may disclose Confidential Information to the financiers or prospective lenders for the purposes of the financing, the proper operation of this Agreement and for purposes of reporting to its holding company. Any disclosure of Confidential Information hereunder shall be subject to the person receiving the Confidential Information undertaking not to use the Confidential Information for any purpose other than that for which the disclosure was authorized for or to disclose to it or them except to the minimum extent necessary to inform the person's employees and professional advisers to allow the implementation of the matters and transactions provided for herein.

13.2.2 Additionally a party may disclose Confidential Information:

13.2.2.1 when required to do so by Legal Requirement or by or pursuant to the rules of any court or agency of competent jurisdiction;

13.2.2.2 to the extent that the Confidential Information is, except as a result of breach of a duty of confidentiality, in the public domain at the time of such disclosure;

13.2.2.3 to the extent that the Confidential Information was lawfully in the possession of the recipient (and such possession is proven) free of any restriction as to its use or disclosure prior to its being so disclosed;
13.2.2.4 to the extent that the recipient has acquired such Confidential Information from a third party who is not in breach of any obligation as to confidentiality to the owner of such Confidential Information or any other person; or

13.2.2.5 The provisions of this Clause 13 shall survive the termination of this Agreement.

14. **DURATION**

14.1 The Parties hereto agree that for the duration of this Agreement shall be five (5) years as set out in Section 3 of Schedule 1 annexed hereto.

15. **AUTHORITY INDEMNITIES AND WAIVER**

15.1 No party shall have the authority to act, contract or incur any obligation or responsibility on behalf of the other Parties unless otherwise provided in this Agreement or by virtue of properly executed power of attorney and the Party acting in breach hereof shall indemnify and hold the other Parties and its directors, officers and employees harmless against any and all liabilities, losses, damages (including consequential damages, expense, costs) and claims arising out of any such unauthorised act, contract or obligation.

15.2 Each Party indemnifies and shall keep indemnifies the other Parties and its directors, officers, employees from and against all claims, demand, writs, summonses, action suits, proceedings, judgements, orders, decreed damages (including consequential damages), costs, losses and expenses of any nature whatsoever arising out of or in consequence of any failure by the indemnifying Party to duly perform its obligations in accordance with the terms of this Agreement. Each Party indemnifies, and shall keep indemnified, the other Parties in respect of any liability the other Parties incur under the joint and several liability as a result of actions of that Party, or arising from matters for which, in accordance with the agreed division of the works or otherwise, that Party is responsible.

15.3 No consent or waiver expressed or implied by any Party to or of any breach of any covenant or provision herein contained shall be construed as consent or waiver to or any other breach of the same of any other covenant or provision.

16. **NOTICES**

16.1 Any notices required to be given under this Agreement shall be in writing and shall be sufficiently served on the Parties hereto to the respective parties’ address as stipulated in this Agreement by hand or by registered post and if delivered by registered post, shall be deemed to be received by the Parties in the ordinary course of posting, or sent to the telex number or facsimile number of GPTL or GSL, as the case may be, shown below or to such other address, telex number or facsimile numbers as either party may have
notified the sender and shall unless otherwise provided herein be deemed to be duly given or made:

a) (in the case of delivery in person or by facsimile transmission) when delivered to the recipient at such address or facsimile number which is duly acknowledge; or

b) (in the case of telex) on receipt by the sender of the answer back code of the recipient at the end of the transmission;

To : GSL
Name : GOLDEN SERENITY LTD
Attention : Director
Address : Second Floor, Capital City, Independence Avenue, P.O Box 1008, Victoria, Mahe, Seychelles
Phone No : +6566323502

To : GPTL
Name : GOLD PRIME TECHNOLOGY LIMITED
Attention : Director
Address : 13A/F, South Tower, World Finance Centre, Harbour City, 17 Canton Road, TsimShaTsui, Kowloon, Hong Kong
Phone No : +85258081478

17. GOVERNING LAW
17.1 All question concerning the relative right of the Parties and construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong, without giving effect to any choice of law or conflict of law, provision or rule (whether of Hong Kong or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Hong Kong.

18. ENTIRE AGREEMENT
18.1 Except as otherwise expressly set forth herein, this document embodies the complete Agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes and pre-empt any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof, in any way.
19. INVALIDITY & SEVERABILITY
19.1 If any of this Agreement is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, void, prohibited or unenforceable then:

(a) Such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;

(b) The remaining provisions of this Agreement shall remain in full force and effect;

and

(c) The Parties shall use their respective best endeavors to negotiate and agree on a substitute provision which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

20. PROPRIETARY OF DOCUMENTS
20.1 Any design, document, publication, and/or other materials prepared pursuant to this Agreement shall remain the sole property of the Party producing such design, document, publication and/or other materials.

21. SETTLEMENT OF DISPUTE
21.1 Any disputes or differences arising out of this Agreement shall initially be settled amicably by the Parties at the level of their respective management. Failing such amicable settlement, the matter at issue may be settled under the Rules of the Arbitration of the governing country by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be held in the respective country under the origin laws only after completion of the Projects and shall not in anyway prevent the Parties from continuing with the Projects.

22. DISPUTE RESOLUTION
22.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement thereof at the level of their respective management. Any matter, claim or dispute between the Parties in respect of any matter under this Agreement may be referred by either party to a dispute resolution committee (hereinafter referred to as the “Dispute Resolution Committee”) consisting of:

a) A lawyer mutually appointed by the Parties;

b) two (2) representatives appointed by GPTL; and

c) two (2) representatives appointed by GSL.
22.2 The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavour to achieve an amicable settlement between the Parties in respect of any dispute referred to it.

22.3 If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant parties hereto within fourteen (14) days after the date of referral, either party may refer that matter, dispute or claim to arbitration pursuant to Clause 22.

22.4 However, if all disputes or differences between the Parties over any matter hereunder which cannot be settled amicably between the Parties hereto within fourteen (14) days shall be referred to arbitration, in accordance with the Arbitration Act 1952 by a single arbitrator to be appointed by Kuala Lumpur Regional Centre for Arbitration pursuant to Clause 23.

23. **ARBITRATION**

23.1 Reference to Arbitration

If any matter, dispute or claim arising out of or relating to this Agreement cannot be agreed upon by the Parties hereto, or cannot be settled amicably between the Parties hereto, that matter, dispute or claim shall be referred to an arbitrator to be agreed between the Parties hereto or, failing agreement, to be nominated on the application of either party hereto by the Kuala Lumpur Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the Parties hereto.

23.2 Venue

Any such Arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and systems available and the rules applicable at that centre.

23.3 Continuing Obligations

The reference of any matter, dispute or claim to arbitration and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

23.4 Failing of such amicable settlement and arbitration pursuant to Clause 22 and Clause 23 respectively, the Parties hereto agree that this Agreement shall be governed by the laws of Malaysia and agree to submit to the jurisdiction of the courts and further agree that service of any legal process may be affected in the manner set out in Clause 24.
24. **SERVICE OF DEMAND AND LEGAL PROCESS**
24.1 The service of any demand and legal process including writ or summons may be given by prepaid registered post sent or delivered by hand to the respective address of the Parties as stated herein and such posting shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand, on the day it was delivered.

24.2 No change in the address for service howsoever brought about shall be effective unless and until that party has given to other actual notice of the change of address for service.

25. **HEADINGS AND INTERPRETATION**
25.1 The section headings are intended for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. In this Agreement where the context so admits, words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall include the plural and vice versa and words applicable to natural persons include any body of persons, company, firm or partnership corporate or unincorporated.

26. **NO PARTNERSHIP**
26.1 Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Parties. The Parties are cooperating to produce a successful project. It is NOT the intention for the Parties to be partners in any legal sense and that they have no responsibility other than their contractual responsibility to their fellow members.

26.2 The Parties agree that nothing contained in this Agreement shall create a contractual relationship between any of the Parties outside of the terms of this Agreement. Nothing in this Agreement shall be construed so as to establish any agency, partnership, or joint venture among or between any of the Parties. None of the Parties may use, suffer or permit to be used, whether directly or indirectly, the name of another party for the purpose of obtaining financing or the promotion of any corporate enterprise, syndicate, partnership or other association designed, intended or purporting to control, direct or finance the operations hereunder. No action by any party shall bind the others without the express prior written consent of the others, except as expressly provided in this Agreement.

26.3 The relationship between the Parties shall be limited to the performance of the Project in accordance with the terms of this Agreement. Any loss and/or liability arising as a result of the wilful act or wilful negligence of any party shall be borne by such party who shall indemnify and hold harmless the other party from and against any claims, proceedings, costs, charges, and expenses in respect thereof or in relation thereto.
27. **REPRESENTATIONS AND WARRANTIES**

27.1 Each party represents and warrants to the other as follows:

(a) It is a limited liability company duly organised and validly existing under the laws of the country and has all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof.

(b) All consents and all legislative, administrative and other governmental action required to authorise its execution, delivery and performance of this Agreement and the transactions contemplated hereby have been taken or obtained and are in full force and effect except to the extent of such actions that by the terms hereof are or may be taken at a later time.

(c) Its execution, delivery and performance of this Agreement does not conflict with the terms of any applicable legal requirements or does not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

(d) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with the terms hereof except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, re-organisation, moratorium or other similar laws affecting creditors' rights generally.

(e) There are no actions, suits or proceedings pending, or to its best knowledge, threatened, against or affecting it before any court or administrative body or arbitral tribunal that could reasonably be expected to affect materially and adversely its ability to meet and carry out its obligations under this Agreement.

28. **EQUITY CLAUSE**

28.1 In entering this Agreement, GPTL and GSL recognise that it is impractical to make provision for every contingency which may arise during the term of this Agreement. GPTL and GSL desire that this Agreement shall operate between them with fairness, and if, in the course of its performance, an infringement of this principle is anticipated or disclosed, then GPTL and GSL shall promptly consult each other in good faith in an endeavour to agree upon such actions as may be necessary to remove the cause or causes of such infringement.

29. **FURTHER ASSURANCES/DUTIES**

29.1 Each party shall do, sign, execute and deliver and shall procure that each of its necessary directors, officers, employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to carry out effectively and to give full effect to this Agreement and the rights and obligations of the Parties contained herein.
30. **EFFECT OF INVALID OR UNENFORCEABLE PROVISIONS**
30.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provision, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any provision of this Agreement is held to be illegal or invalid under present or future laws or regulations effective and applicable during the terms of this Agreement, such provision shall be fully separable from this Agreement and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

31. **SUCCESSORS BOUND**
31.1 Except as otherwise expressly provide herein, this Agreement shall bind and endure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto. Neither party may assign this Agreement to any third parties without the written consent of the other.

32. **COSTS, STAMP DUTY AND EXPENSES**
32.1 Save as otherwise stated in this Agreement, the costs and expenses for the preparation and execution of this Agreement including the relevant stamp duty, registration fees and expenses in relation to the negotiations, preparation, execution and carrying into effect of this Agreement shall be borne and paid by GPTL. Each party shall bear and pay for their solicitor’s costs, if any.

33. **AMENDMENTS**
33.1 The Parties may from time to time amend this Agreement in writing and such amendment shall become effective when executed by both parties. No term of this Agreement shall be amended and be valid unless evidenced in writing and signed by a duly authorized representative of each of the Parties.

34. **TIME**
34.1 Time wherever mentioned in this Agreement shall be of the essence, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be agreed in writing between the Parties to be substituted for them.
35. **LANGUAGE**
35.1 All correspondence, notices or other documents required or permitted hereunder may be drawn up in English and drawings and diagrams shall be annotated in English unless stated otherwise.

36. **AUTHORITY**
36.1 Each of the individual signing below hereby covenants, agrees and certifies that they have the actual authority, as principals or agents of their respective organization, to execute this Agreement on behalf of their respective organizations.

37. **COUNTERPARTS**
37.1 This Agreement may be executed in several counterparts all of which together shall constitute a single binding Agreement.

(The remainder of this page is intentionally left blank)
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the date and year first above written.

The Common Seal of )
GOLD PRIME TECHNOLOGY )
LIMITED )
(Company Registration No.: 2325446) )
For and on behalf of )
In the presence of )

Name :
Designation :

Witnessed by:

The Common Seal of )
GOLDEN SERENITY LTD )
(Company Registration No.: 177399) )
was hereunto affixed )
in the presence of: )

Name :
Designation :

Witnessed by:

......................................................
**SCHEDULE 1**
(which is an essential part of this Agreement)

<table>
<thead>
<tr>
<th>SECTION</th>
<th>ITEM</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Software technologies and Dinar Coin&lt;br&gt;Recital A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Fees shall be paid to GPTL&lt;br&gt;Clause 6.2</td>
<td>Payment is to be made for the Software services and technology consulting and Dinar Coin digital currency and such payment is subject to discussion between Parties and the mutual decision on the figure of the consideration shall be in writing and signed by the representative of the Parties.</td>
</tr>
<tr>
<td>3.</td>
<td>Duration of Agreement&lt;br&gt;Clause 14</td>
<td>Enforceable from the date of the execution of this Agreement until 01.02.2020.</td>
</tr>
</tbody>
</table>