

PRIVATE PARTNERSHIP AGREEMENT

In Athens, Greece, as of today, Monday 28.09.2020 among the following parties:

1. the Civil Professional Law Firm under the name **“OIKONOMAKIS CHRISTOS GLOBAL LAW FIRM”**, with the 997200033 Tax Registration Nr., Tax offices: A' of Piraeus, having its seat at 42-44 Iroon Polytechniou str., registered at the Lawyers' Bar Association of Piraeus under nr. 30039, as it is hereby, lawfully represented by the person signing, Christos Oikonomakis, son of Georgios and Eleni, resident of Piraeus, born on the 15-7-1971 in Piraeus, Greece, resident of the address aforementioned, with the Tax Registration Nr. 059956133, Tax offices: A' Piraeus, which in the agreement herein, is acting on its own behalf, as well as on behalf of its branches, both in Romania and Bulgaria.
2. Oikonomakis Christos son of Georgios and Eleni, born on the 15-7-1971 in Piraeus, Greece, resident of the address aforementioned, certified European Lawyer, enlisted in the relevant Lawyers' Bar Association of Dusseldorf, Germany, as “Dikigoros”, having the TAX/ VAT Nr. DE302291520 DUS(DE)B.A.Reg.No.59454/01, as well as in the Lawyer's Cyprus Bar Association with the registration number AMM.(CY) E.E B.A.Reg.No.149
3. the not registered as Law Firm company under the name **OIKONOMAKIS CHRISTOS GLOBAL LAW FIRM LLC**, established on the 28-09-2020, which is in now in a process of awaiting its registration number, having its seat in New York, United States of America (at 99 Hudson Street, 5th Floor, NY 10013, United States of America), having as its sole member the aforementioned under number “1” Law Firm which is lawfully represented by its Managing Partner and sole Member Mr. Christos Oikonomakis, son of Georgios and Eleni, born on the 15-07-1971 in Piraeus, Greece, resident of the address aforementioned:

the following have been hereby agreed and mutually accepted:

The first contracting party happens to be a Law Firm having its seat in Greece and branches in Romania [*169 A Calea Floreasca, Building A, 4th floor, Sector 1, P.O. 014472, T. +40 312295320 VAT No: RO39729677 BUCH (RO) B.A.Reg.No.15927*] and Bulgaria [*25A Bulevard Cherni Vrah & Bulevard Sveti Naum, 3rd floor, P.O. 1421 , +359 [24925626](tel:+35924925626), VAT No: BG177202250 SOF(BG) B.A.Reg.No.2100048210*],

while the aforementioned legal representative of the Law Firm happens to be a certified European Lawyer, registered as such, in the Lawyers' Bar Association of Bucharest, Romania, and Sofia, Bulgaria.

Pursuant to the 5-8-2020 Minutes of the General Assembly of the Partners of the first contracting party (following the under protocol number 1957/14-8-2020 Certificate of the Lawyers' Bar Association of Piraeus/ Greece, which certifies and allows the establishment of the branches mentioned below) the first contracting party has been granted and provided with the license and the ability to establish branches in the United Kingdom, France, Italy and Abu Dhabi of the United Arab Emirates (including other countries as well) .

As per the agreement herein, the contracting parties hereto, as they have been lawfully represented, agree and mutually accept the following:

1. the third contracting party following its recent establishment shall be undertaking initiatives within the next 18 months in order to gradually develop and expand its infrastructure and facilities within the city of New York and the United States of America in general.
2. In particular it intends on expanding gradually its activities within the following fields (on condition that the skillset of its personnel and its respective shareholders and managers comply with the required expertise and certifications related to the below mentioned activities)

Consulting, accounting services, financial and tax consultations, compilation of annual financial statements, economic researches and analysis, accounting expertise, independent financial audit of financial statements of companies; audit confirmations, organization of accounting and compilation of annual, interim and other financial statements of companies; consultations and services in the area of: taxation, corporate finance, mergers, acquisitions, sales, transformation of companies; management of assets; business consultations and management training and education on issues related to financial, economic and corporate activities of citizens without issuing a license/residence permit; recruitment services; assessment of the qualifications of lawyers, tax consultants, accountants, brokers, insurers, engineers, experts and related professions; tax consulting, business consulting, strategic planning, project management, development of concepts for the optimization of business processes and costs, preparation of opinions and expertise; commercial representation and agency of nationals and foreign individuals alike, as well as of legal entities; marketing and advertising, advertising publishing / printing and cinema; purchase of goods or other property for sale in original or processed form; production of goods; hotel, tourism, advertising, information, software, impresario or other services; promoting and warehousing services; transport and promoting; complete construction and furnishing of real estate for sale, all types of construction and construction-assembly and repair, engineering, overall design, rental of real estate; agenting in the purchase and sale of real estate, renting of machinery and equipment rental, and any other activity not prohibited by law

3. In addition, within the same timeframe, and as soon as the first and the second of the contracting parties hereto proceed, in terms of the continent of Europe and via the United Kingdom authorities, with the registration of the trademark below mentioned,:



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The third contracting party shall be allowed to make use of it in terms of its activities and in order to respectively and gradually expand its scope

4. It shall also see (within the same timeframe and by taking into consideration the measures against COVID and the pandemic ending and the eventual, actual, final and thus proper establishment of freedom of movement between Greece and the United States of America, as well as the long awaited tranquility in terms of the economy and the environment), to further invest in its building facilities, in infrastructure and in skilled personnel.
5. It shall appoint an accountant to provide services of book-keeping, and it shall have its seat relocated as per their advice, while it shall have a self-sustained office leased within Regus, while as soon as it is given the opportunity, it shall finalize its investment in terms of building facilities, by leasing a different self-sustained and better-structured office.
6. The third contracting party shall become member of the Network already established by the second of the contracting parties based on its own skillset mentioned further above and in order for its clientele to be vertically, horizontally and globally served, in accordance with the relevant authorizations it has been granted, it shall also operate (apart from its own specific activities) as a desk within the territory of the United States of America, with regards to the first and the second contracting party, in the way these two have been construed and represented herein, but also with regards

to any other branch or activity these two shall be presenting in terms of provision of services in the future.

7. For the time being, the secretarial support of the third contracting party shall be undertaken by the first one (until the time the third party manages, to find and lease proper autonomous personnel), and it is the first party, that shall be managing the phone-calls received by the third one.
8. Each and every time that an assignor or a candidate client or merely a simple interested party of the first and the second contracting parties in terms of their global clientele, reaches out to them with regards to an issue related or referred to the activities related to those of the third party,

the third contracting party shall be undertaking the responsibility to find respectively expert human resources and directly provide references to the assignor or the candidate assignor or to the interested party referenced by the first contracting one (or it shall be undertaking to provide references to both the first and the second of the hereto contracting parties).

9. The service aforementioned shall be undertaken on a case by case basis with or without payment from the third party, while it also reserves the right to receive the price for any provided service, to withhold part of that which corresponds to its own professional involvement, work and coordination and then allow for the rest to be attributed to its associates –specialized professionals, as per their mutual verbal or written agreement (by way of issuing the relevant legal receipts).
10. It is to be noted that the fields of involvement of the first and the second contracting parties are specified and limited as set by Law, while the ones of the third party shall be provided according to its statute and the respective codified activities, as officially reported to the competent Authorities of the United States of America.

11.Despite the fact that the third contracting party by no means possesses the right by Law to provide solicitor or barrister services within the territory of the city of New York and the United States of America in general, given that they require relevant licensing, it may however assign relevant issues to expert and authorized to that end personnel, both on its own behalf, as well as on behalf and by way of appointment from the first and the second contracting parties, while also on behalf of any other contracting party related to it, or to any of the contracting parties of the parties herein.

12.The first and the second of the contracting parties shall be able to make use of the facilities, the infrastructure and the hardware equipment of the third one based in the city of New York and the United States of America in general, in order to be able to host and meet assignors of theirs, associates of theirs, counter-litigants of theirs (while also candidates of all of the categories aforementioned), to promote their public relations via its facilities and its infrastructure, essentially to be established as their Desk within the city of New York and the United States of America in general.

13.Moreover, the third contracting party shall be facilitating through the use of its facilities, infrastructure and human resources its assignors or its candidate assignors who are interested while based in the city of New York and the United States of America in general to further develop their activities relevant to scope of the first and the second contracting parties within any country that the first and the second contracting parties currently retain lawful and licensed activities (or/ and in the future) (those countries being Germany, Romania, Greece, Bulgaria and Cyprus respectively).

14.In addition, the third contracting party shall be facilitating via its premises, infrastructure, hardware equipment and human resources its assignors or the candidate assignors of the first and second of the contracting parties that happen to have issues not yet assigned

to Courts of Law, while these said issues have been undertaken and are related to any country where the first and the second contracting parties retain lawful and licensed activity for the time being (or/ and in the future) (those countries being Germany, Romania, Greece, Bulgaria and Cyprus respectively), and in any way refer to and relate to involved parties within the city of New York and the United States of America in general. The first and the second parties in such case shall be supported (if and whether such support is deemed necessary as per the mutual decision reached on a case by case basis) by the third party whenever they turn to the Public Authorities of the city of New York and the United States of America in general, their institutions or agents, or towards counterparties or counter-litigants of their respective assignors, whilst the said activities will be essentially undertaken by the first or by the second party from the premises of their registered seats and which they shall be able to provide from the countries in which they have their activity and in association with the city of New York and the United States of America in general (comparative legal studies between the case in the United states and the rest of countries, relevant expert advice, opinions of the sort, letter of complaints, extra-judicial documents etc.).

15. In all of the activities described herein, the third of the contracting parties in any of its involvements in cases related to the first and the second of the contracting parties shall be reserving the right to invoice for the provision of any services to their mutual assignor at hand and subsequently, to proceed with clearance of all accounts with the first or/ and the second contracting party (*while also taking into consideration the branch of the first party at hand, or the country where the second party's activities have been undertaken*), while, later on, the third party shall be withholding its relevant commission with regards to the below services provided for the first and the second (within the aforementioned framework), and it shall be granting them with what they are entitled in terms of their legal or mediation services, by issuing even just one receipt in total, whenever they are to reach an agreement with regards to the

clearance of their accounts (*by issuing the relevant lawful tax related receipts*)

16. Furthermore, as soon as the aforementioned under number “2” trademark gets registered, it is hereby agreed that from that point onwards, a right of use shall be granted to the third party via the first and the second contracting parties (in the way these two latter ones get to use it in terms of their current activities, or the ones they will be further developing in the future).
17. The first and the second contracting parties reserve the right to themselves to assign or to refer either with or without payment the provision of any service either provided by themselves or by associates of theirs or by assignors of theirs, and towards any company with the exception of the third party, irrespective of whether that company has its seat within the United States of America or in any other country, and without acquiring the third party’s consent and without even being obliged to inform it accordingly.
18. In each and every case where the hereto contracting parties get to cooperate, the legal representative of the first and second of the hereto contracting parties shall be the one signing any relevant documentation, by way of notice of the capacity he bears in the country where the case at hand takes place, nevertheless the related document may also bear the stamp of the third contracting party by way of an associate of theirs (*in order to avoid misapprehensions*).
19. The first and the second of the contracting parties, reserve the right to post on their official website and in all of their social media their overall activities within the territory of the United States of America via the Desk provided by the third party.
20. The scientific and professional roles of each and every one of the contracting parties shall be retained clear cut and self-sustained, without one getting in the way of the other while providing services which have been determined by way of purpose and with

regards to their certified licenses that have been set in each and every one's country.

21. The announcement of the agreement herein shall be made where and when it is required by the law in each and every country, where such activity shall be taking place.

22. Each and every legal document and action undertaken by the first and the second of the contracting parties (in the way hereto portrayed), it is by all means assumed that it has been drafted only by them, the contribution of the third party is only confined in what has been merely stated above.

23. The present agreement is valid for an indefinite period of time.

24. The competent Courts of Law are those of the city of Athens, Greece in case any dispute arises amongst the Parties subject to the present agreement.

THE CONTRACTING PARTIES

The 1st party on its behalf and on behalf of its branches

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