SAMPLE MANDATE & ENGAGEMENT LETTER

For review purposes only - not a binding agreement until completed, approved and signed by authorized representatives of the parties.

IMPORTANT NOTICE

This document is a neutral sample template. It is provided to explain GTG's standard mandate-based cooperation process. It does not create any obligation, exclusivity, payment duty or representation authority unless the commercial blanks are completed and the final version is signed by the authorized representatives of both parties.

Company	Global Trade Gate LLC ("GTG")
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Registered / Business Address	Office No. 2, 5 Grigol Volski Street, Krtsanisi District, Tbilisi 0100, Georgia
Director	Shalva Khargelia
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1. Parties and Purpose

This Sample Mandate & Engagement Letter is intended to be used between Global Trade Gate LLC ("GTG") and a verified client, principal, project owner, buyer, seller, investor, mandate holder or authorized representative (the "Client"). The purpose of the document is to define a clear, limited and documented commercial mandate before GTG performs any business development, introduction, transaction coordination or strategic access work.

The final signed version shall identify the Client, the project or transaction, the commercial scope, the permitted communications, the fee structure, the term, the compliance obligations and the lawful settlement principles applicable to the engagement.

2. Client Information to be Completed

Field	Information to be completed in final version
Client legal name	[Full legal name of the company / individual]
Registration / ID No.	[Company registration number / ID number]
Registered address	[Full address]
Authorized signatory	[Name, title and authority basis]
Client role	[Buyer / seller / investor / project owner / mandate holder / advisor / other]
Project / transaction	[Short description of the proposed commercial opportunity]
Territory / market	[Countries, ports, target market or geography]

3. GTG Role and Limited Mandate

Subject to successful KYC review and acceptance of the engagement, the Client may appoint GTG as a limited commercial business development advisor, deal origination coordinator, introducer and strategic access partner for the defined project or transaction. GTG's role is limited to commercial coordination, counterparty identification, document flow support, negotiation support, market access assistance and introduction of verified opportunities.

GTG shall not be considered a party to the underlying sale, purchase, investment, financing, logistics, banking, escrow, insurance or delivery contract unless expressly agreed in writing. GTG does not act as a bank, payment institution, broker-dealer, investment fund, fiduciary custodian, asset manager, insurer, carrier or legal adviser.

4. Scope of Services

1. Initial review of the Client's project, product, investment opportunity or commercial requirement.

2. KYC / counterparty screening support and preliminary verification of identity, role and authority.

3. Review of basic commercial documents, including LOI, mandate, proof of authority, product documents, proof of funds or proof of product where applicable.

4. Identification and introduction of potentially relevant buyers, sellers, investors, operators, financial partners, strategic partners or local stakeholders.

5. Commercial coordination, meeting arrangement, communication support and document flow support between principal parties.

6. Assistance with structuring a lawful bank-to-bank, escrow, LC or other regulated settlement process directly between the principal parties and their banks.

5. Authority and Use of Information

The Client confirms that it has the legal authority to provide information, documents and commercial instructions to GTG and to authorize GTG to present the project or transaction to selected counterparties. GTG may use the information provided by the Client only for the purpose of performing the agreed mandate and only with parties reasonably relevant to the project.

The Client shall not provide false, misleading, forged, incomplete or unauthorized documents. GTG may suspend or terminate the engagement immediately if the Client's authority, documents, beneficial ownership, source of funds, product availability or commercial purpose cannot be reasonably verified.

6. Compliance, KYC and Sanctions

GTG operates on a compliance-led basis. Prior to accepting any mandate or making introductions, GTG may request corporate documents, ownership information, beneficial ownership declarations, proof of authority, sanctions screening information, product documentation, proof of funds, proof of product, transaction documents and other materials required to assess the legitimacy and risk profile of the opportunity.

The Client represents that neither the Client, nor its beneficial owners, directors, authorized signatories, controlled affiliates or transaction counterparties are subject to applicable sanctions, embargoes, terrorism financing restrictions, serious criminal proceedings or other restrictions that would make the proposed cooperation unlawful or unacceptable from a compliance perspective.

7. Prohibited Activities

1. Fake SBLC / BG monetization schemes, prime bank instrument programs or unrealistic bank instrument trading programs.

2. Upfront-fee finance schemes, anonymous broker chains or undisclosed beneficial ownership structures.

3. Cash-based commodity transactions or attempts to route third-party transaction funds through GTG accounts.

4. Sanctioned goods, entities, territories, vessels, banks or counterparties.

5. Transactions without written authority, without verifiable documents, without clear commercial purpose or without lawful settlement structure.

6. Any activity involving fraud, bribery, corruption, money laundering, terrorist financing, circumvention of sanctions, forged documents or misrepresentation.

8. No Client Funds and Settlement Principle

GTG does not receive commodity purchase funds, investment principal, client capital or third-party transactional funds into its own bank account. GTG receives only its own service fees, retainer fees, success fees, advisory fees, brokerage commissions or business development fees under a written agreement and official invoice.

All commercial settlements between buyers, sellers, investors, project owners and other principal parties shall be conducted directly through lawful bank-to-bank channels, escrow arrangements, letters of credit, standby letters of credit issued through regulated banking institutions, or other lawful structures agreed directly between the principal parties and their banks.

9. Fees and Commercial Terms

The final version of this mandate shall specify the applicable fee model. Depending on the transaction, GTG may be compensated through an advisory retainer, mandate-based service fee, success fee, brokerage commission, business development fee or a combination of these models. No fee shall be payable unless expressly agreed in the signed final version or in a separate fee agreement.

Fee item	Final commercial term to be completed
Retainer / service fee	[Amount / timing / invoice terms, if applicable]
Success fee / commission	[Percentage or fixed amount / trigger event / payer]
Reimbursable expenses	[Pre-approved expenses only, if applicable]
Payment method	[Bank transfer against GTG invoice]
Tax / VAT	[As applicable under Georgian law and final invoice]

10. Confidentiality

Each party shall treat as confidential all non-public commercial, financial, technical, strategic, personal, banking and transaction-related information received from the other party. Confidential information may be disclosed only to professional advisers, banks, compliance officers, verified counterparties or other persons reasonably required for the performance of the mandate, provided that such disclosure is made for a legitimate business purpose and on a need-to-know basis.

11. Non-Circumvention

The Client shall not knowingly circumvent GTG in relation to counterparties, investors, buyers, sellers, project owners, operators, financial partners or opportunities introduced by GTG during the term of the mandate and for the agreed protection period after the mandate ends. The final version shall define the applicable protection period and the relevant introduced parties.

12. Term, Exclusivity and Territory

Unless otherwise agreed, the mandate may be granted on a non-exclusive basis for a defined project, transaction, territory and term. Exclusive rights, if any, must be expressly stated in the final signed version. The mandate shall not be interpreted as worldwide, indefinite or exclusive unless clearly written and accepted by both parties.

Term	[Start date - end date / renewal terms]
Territory	[Specific country / region / market / port]
Exclusivity	[Non-exclusive / exclusive for defined scope only]
Protection period	[e.g., 12-24 months after introduction, if agreed]

13. No Guarantee and Limitation of Role

GTG does not guarantee the closing of any transaction, financing, investment, delivery, regulatory approval, bank approval, credit approval, buyer approval, seller approval, product availability, price, payment, profit, performance or commercial outcome. GTG's role is to support origination, access, coordination and documentation discipline within the scope agreed in writing.

14. Compliance Right to Refuse or Terminate

GTG may refuse, suspend or terminate an engagement if the proposed transaction appears suspicious, unlawful, undocumented, commercially unrealistic, sanctions-sensitive, reputationally harmful, inconsistent with GTG's risk appetite, or unsupported by sufficient evidence of identity, authority, source of funds, source of product or commercial purpose.

15. Communications and Introductions

Introductions made by GTG shall be treated as confidential and protected. The Client shall not represent itself as GTG's partner, agent, employee, bank representative or official mandate holder unless expressly authorized in writing. The Client shall not use GTG's name, documents, logo, project materials or communications in a misleading or unauthorized way.

16. Governing Law and Dispute Resolution

The final version of this mandate may provide for Georgian law and Georgian courts, or another governing law and dispute resolution forum agreed by the parties. Any final dispute resolution clause should be reviewed by qualified legal counsel before signature.

17. Standard Cooperation Workflow

Step	Description
1. Initial inquiry	Client submits basic project and counterparty information.
2. KYC review	GTG checks identity, role, authority, UBO and basic risk indicators.
3. Mandate	Final mandate / engagement letter is completed and signed.
4. Verification	Key documents, POF/POP and authority evidence are reviewed where applicable.
5. Introduction / structure	GTG coordinates verified introductions and lawful transaction structure.
6. Invoice / closing	GTG issues invoice for agreed fee according to signed terms.

18. Signature Blocks - Sample Only

The final version becomes effective only when completed and signed by authorized representatives of both parties.

For Global Trade Gate LLC	For the Client
Signature: ____________________________ Name: Shalva Khargelia Title: Director Company: Global Trade Gate LLC Date: ________________________________	Signature: ____________________________ Name: ________________________________ Title: ________________________________ Company: _____________________________ Date: ________________________________