

MEMORANDUM OF UNDERSTANDING

Non-Disclosure
Non-Circumvention
Confidentiality
Working Agreement

This Agreement is between:

Numi Kingdom Wealth Solutions Inc. /HRM King Maud-Dib Jamel E' Osiris

and

ECOFORA Investment (SL) LTD/Chairman: Charles Thomas /H.E. Sharif Baldeh

effective as of **March 31st, 2021.**

This agreement memorializes our desire to work together for the purposes of the redevelopment of the **Sierra Leone, and ECOFORA Investment (SL) LTD.** In accordance with this agreement, Numi Kingdom Wealth Solutions Inc. agrees to utilize its network of contacts, subject matter experts, and funding partners to bring the project to a successful completion.

Numi Kingdom Wealth Solutions Inc. is a legal entity in state of **Georgia Corporation Division** with business Registration control number **19011247** (*business structure is a legal corporation.*) This memorandum of understanding (MOU) is entered into on this 31 day of **March 2021**, between **Numi Kingdom Wealth Solutions Inc.** and **ECOFORA Investment (SL) LTD** hereby has an understanding agreement on a joint venture a collaboration We which has a visible addressee at **5 Concourse Pkwy, Suite 300, Queen Building, Atlanta, GA 30328 USA**, and **ECOFORA Investment (SL) LTD** (Sierra Leone) Limited, with a visible address at **No. 69 Byrne Lane, Off Wilkinson Road Freetown (Temp).**

ECOFORA Investment (SL) LTD (Sierra Leone) Limited is a legal entity in Sierra Leone with business Registration Number. **SL110820ECOFO08557** (*business structure is a legal corporation.*) to undertake investment and Development projects in Sierra Leone. These projects include and not excluding the collaboration and partnership with international investment as one party with **Numi Kingdom Wealth Solutions Inc.**

The Parties hereby agree to respect the integrity and tangible value of this Agreement between them. It is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that shall be considered confidential. To endure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. Because of this Agreement, the Parties involved in this transaction shall learn from one another, or from principals, the names and telephone numbers of investors, business partners, business executives, buyers and suppliers of commodities/products, government officials, individuals and/or clients and United State Government program officials, procurement buyers, grant funding sources (hereinafter called "Contacts"). The Parties hereby acknowledge, accept and agree that the identities of the Contacts will be recognized by the other Party as exclusive and valuable Contacts of the introducing Party and will remain so for the duration of this Agreement.
 - (a) The Parties agree to keep confidential the names of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the Contacts without first entering a written agreement with the Party who provided such Contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, email addresses, websites, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.
 - (b) The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing Party or Parties.
2. The confidential information to be disclosed under this Agreement ("Confidential Information") can be described as and includes: (a) Technical, creative and business information relating to proprietary ideas, copyrightable information and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. (b) In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is (i) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (ii) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within (30) days of the disclosure.
3. The Parties shall use the Contacts and Confidential Information only for the purpose of evaluating the potential business, employment and/or investment relationships discussed between the Parties.

4. Each party shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity other than professional advisers subject to a confidentiality obligation) without prior written consent. Any Party shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
5. This Agreement imposes no obligation upon the Parties with respect to any Contacts or Confidential Information (a) that was possessed before receipt, as evidence by documents demonstrably existing before receipt; (b) is, or becomes a matter of public knowledge through no fault of receiving Party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed with a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; (e) is independently developed, or (f) is required to be disclosed pursuant to a lawful subpoena, court order, regulatory request or governing law.
6. The Parties warrant that they have the right to make the disclosures under this Agreement. No Party makes any representation or warranty with respect to the accuracy, completeness, efficacy or any Confidential Information disclosed under this Agreement.
7. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either Party any rights, license or authority in or to the information exchanged, except the limited right to use Contacts and/or Confidential Information specified in paragraphs 1, 2, and 3. Furthermore and specifically, any license or conveyance of any intellectual property rights is granted or implied by this Agreement.
8. The Parties agree that due to the many variables surrounding each Business/Financial Transaction that will occur because of this Agreement, the commission to be paid and/or the fee structure between the Parties can vary. If that is the case, a separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before such Business/Financial Transaction(s) finalization occurs.
9. Neither Party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other Party. Furthermore, all Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either Party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner. It is understood and agreed that any Party Company may elect at any time to terminate further access to, and review of, the Confidential Information by the other Parties.
10. Neither Party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise, based on either Party's decision to use or rely on any information exchanged under this Agreement.

11. The Parties acknowledge and agree that the non-permitted disclosure of the Confidential Information and Contacts would irreparably damage the disclosing Party in such a way that the disclosing Party could not be adequately compensated in damages in an action at law. In consideration of this fact, the Parties agree that should any dispute arise concerning the disclosure or utilization of the Confidential Information or Contacts, an injunction may be issued restraining such disclosure or use in contravention of this Agreement. Such remedy shall be cumulative and non-exclusive and shall be in addition to any other legal or equitable remedies to which a Party may be entitled. In the event that a breach of this Agreement involves a situation in which, but for the breach, a commission or fee would have been realized by one of the Parties, the breaching Party shall pay the damaged party a momentary penalty that is equal to the commission or fee the circumvented Party would have realized in such transactions. If any Party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.
12. **Numi Kingdom Wealth Solutions Inc.** will rely on the presence, experience, and expertise of **ECOFORA Investment (SL) LTD** and the direction of Chairman Charles Thomas to delineate the appropriate business process to move ahead with this endeavor.
13. **Numi Kingdom Wealth Solutions Inc.** requires written confirmation from the **Ministry of Transportation and Aviation** confirming approval to redevelop the ferry.
14. Prior to engaging, **Numi Kingdom Wealth Solutions Inc.** will need to know the normal process of doing business in Sierra Leone to be able to meet expectations.
15. **Numi Kingdom Wealth Solutions Inc.** will require the land to be developed to be identified and sanctioned by the Ministry of Transportation and Aviation for a need's assessment and a feasibility study to be appropriately conducted.
16. Drone and satellite technology will be utilized to map the topography and to accurately develop a computerized rendering of the finalized result.
17. **Numi Kingdom Wealth Solutions Inc.** will develop an itemized budget for the project following and will not provide financial projects prior to the steps proceeding are satisfied.
18. Labor, equipment, and other resources will be sourced locally to the best of the availability of needed resources available locally without delay to the speed of completion for the project.

19. This Agreement is a perpetuating guarantee for the duration of the project and five (5) years following the date of conclusion of the project; and is to be applied to any and all transactions present and future, of the Parties, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.
20. This Agreement states the entire agreement between Parties concerning the disclosure of Contacts and Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing a signed by authorized representatives of all Parties. This Agreement is made under and shall be construed according to the laws of the District of Columbia and the International Uniform Commercial Code. In the event that this Agreement, is breached, all disputes must be settled in a court of competent jurisdiction in the District of Columbia.
21. This Agreement contains the entire understanding between the Parties and any waiver, amendment or modification to this Agreement will be subjected to the above conditions.
22. Under execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signer is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.
23. Two copies of original signatures of the parties shall be executed during the personal meetings in or a facsimile copy of this Memorandum of Understanding, Mutual Non-Circumvention, Non-Disclosure, Confidentiality and Working Agreement shall constitute a legal and binding instrument.
24. This memorandum of understanding is to define certain parameters of our future legal obligations and considering our mutual promises herein, and other good and valuable considerations, the receipt of which is acknowledged by both parties.

This memorandum defines the following parameters that both **Numi Kingdom Wealth Solutions Inc. Wealth Solutions Inc.** and **ECOFORA Investment (SL) LTD** shall enter into for mutual benefits.

A. **Numi Kingdom Wealth Solutions Inc. Wealth Solutions Inc.** will provide financial and technical investment for projects that **ECOFORA Investment (SL) LTD.** will solicit from the government of Sierra Leone. **INITIAL ____ Attachment:** Other projects in West Africa with **ECOFORA Investment (SL) LTD.**

B. **ECOFORA Investment (SL) LTD** will facilitate and obtain all and any project that **Numi Kingdom Wealth Solutions Inc.** will want to implement in Sierra Leone. **INITIAL ____ Attachment:** Other projects in West Africa with **ECOFORA Investment (SL) LTD.**

In order to facilitate our transactions for easy correspondence with the government, we create a letterhead that will carry the address of both companies that will be applying and requesting services from the government of Sierra Leone. The business registration of **ECOFORA Investment (SL) LTD** makes it a binding contract between the government and **ECOFORA Investment (SL) LTD** to legally do business in the country. Government allows us to work with our international partners on a basis that agrees between us. When there is a project for investment from the government for sale or privatization, that is when we will engage the Private Public Partnership Commission. When the projects are our own, we will only work with the government ministry that is responsible to issue us with licenses.

BY SETTING FORTH MY HAND BELOW, I WARRANT THAT I HAVE COMPLETE AUTHORITY TO ENTER INTO THIS AGREEMENT.


For: **ECOFORA Investment (SL) LTD Investment** Date ____ of __, 2021

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| <i>CHARLES A. THOMAS</i> | <i>[Signature]</i> | <i>Chairman</i> | <small>SEAL:</small> |
| Name CHARLES THOMAS | Signature | Title | |

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| | | | SEAL: |
| Name | Signature | Title | |

For: **Numi Kingdom Wealth Solutions Inc. Wealth Solutions Inc.** Date: **March 31st, 2021**

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| <i>HRM King Maud-Dib Jamel El Osiris</i> | <i>[Signature]</i> | <i>President/CEO</i> | <small>SEAL:</small> |
| Name | Signature | Title | |



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