**STRICTLY CONFIDENTIAL**

Private Joint Venture Agreement

BETWEEN

**HUDSON WEST III, LLC**

AND

**TRADE GROUP, LLC**

DATED THIS September \_\_, 2017

1A. This Agreement is a strictly private and confidential contract existing between the Parties as herein described.

b) This agreement is a legally binding Joint Venture Agreement (“Agreement”) between the Parties as pertaining to the use of material relationships of the parties as it relates to the sale of petroleum and its derivatives and fuel oils.

1B. The Parties

HUDSON WEST III, LLC, hereinafter referred to as “Hudson West,” is a Delaware Limited Liability Company headquartered at 40 West 57th Street, 16th Floor, New York, NY 10019.

TRADE GROUP, LLC hereinafter referred to as “Trade Group,” is a Wyoming Limited Liability Company headquartered at 190 E. 17H Street #25, Cheyenne, WY 82001.

1C. Preamble

a) Hudson West is private investment company and Trade Group is a fuel brokerage company involved in the establishment and management of petroleum transactions throughout the world.

b) Hudson West and Trade Group under special agreement are mutually sharing resources among themselves and their associated partners (individuals, corporations, trusts, banks, associations and transportation and logistics companies) whereby further enhancement of the groups’ sale of petroleum products, technologies and markets may be achieved.

c) The establishment of this Agreement and this Venture marks the commencement of a combination of private possibilities of enterprise, opportunity and development.

d) Both Parties shall mutually contribute knowledge, expertise, advice, direction, consulting, relationships and facilitation for the implementation of any business to be conducted together in the Joint Venture.

e) Trade Group shall afford Hudson West the first right of refusal to participate under this Agreement in any and all purchase and brokerage proposals related to petroleum products, technology and markets now under discussion or occurring in the future.

(f) The terms of this preamble are incorporated into the body of the Agreement and enforceable as a part thereof.

THEREFORE, based upon the principle of mutual benefit and cooperation, both parties agree, through friendly negotiation, upon the following terms:

IT IS HEREBY AGREED AS FOLLOWS:

2. Appointment

Subject to the terms and conditions provided in this Agreement, Hudson West and Trade Group appoint each other as joint venturers under this Joint Venture to assist, govern and facilitate the purchase and brokerage of petroleum products to end users.

3. Regulations

The Parties shall owe a fiduciary obligation to each other and each Party shall conduct any business involving the assets of the other Joint Venture with due care and with the same degree of experience, skill, judgment and care as those used for its own funds/assets. Both Parties shall fully cooperate and effectively communicate to facilitate joint decision-making and operations of the Joint Venture to maximize the value and sale of the petroleum products. All business conducted hereunder shall be based upon mutual discussion and agreement.

4. Business Transaction Participation, Fees and Remuneration

a) For all business transactions currently under discussion, and for all future proposed transactions, both Hudson West and Trade Group shall share equally in the results of their combined commercial activities. Therefore, the standing agreed amount of remuneration for all business accruing or payable to the Parties, whether in the form of cash, securities, equity or otherwise shall be a total of Fifty percent (50%) each for Hudson West and Trade Group. This 50/50 arrangement shall be the standing agreement, by default, now and in the future, that defines the sharing of the resultant transaction proceeds from successful activities in which both Parties are participating. As relates to the sale of petroleum products to individuals, entities, corporations, and organizations introduced to the Joint Venture, each party shall share equally in all proceeds of sale or trade to such purchasers introduced in full perpetuity. Any agreements entered into with purchasers of petroleum products by the Joint Venture as a result of the introduction to the Joint Venture by Hudson West or Trade Group will be covered by this Agreement. Any rolls and extensions of such agreements will also be covered by this Agreement as to participations as set forth in the Agreement.

b) At all times such amounts shall be immediately paid or delivered without delay to the respective accounts of both Parties in good, clean, clear, and unencumbered funds of non-criminal origin and delivered to bank coordinates as set forth in writing. Such payments shall be made without set-off, deductions, charges or fees, other than customary banking fees, and free and clear of any deductions or withholdings of any nature, now or hereinafter imposed, levied or assessed.

c) The Parties will cause that these pay directives and instructions will be acknowledged, ratified and endorsed by the associated bankers, and confirmed in writing, and that proof of such transfers will be furnished in the form of the relevant transfer receipts.

5. Business Transaction Identification and Description

a) The specifics of a given transaction that is being considered to be conducted at any time by the Parties shall be clearly defined and described in detail in a Special Addendum to this Agreement (“Special Addenda”) each time a new transaction is done. Such Special Addendum shall be approved in writing by a Party before it is binding on that party.

b) Each Addendum shall reference this Private Joint Venture Agreement with CONTRACT NUMBER: \_\_\_\_\_\_\_\_\_\_ and shall be identified by its own Transaction Code relative to the particular Special Addendum.

c) All mechanics pertaining to the transaction proposed shall be explained therein and the relevant fees applicable shall be detailed.

6. Banking

a) To receive payments at any time, the following details of a particular receiving bank account will be needed: Bank Name, Bank Address, Bank Officer, Position, Bank Telephone, Bank Facsimile, Beneficiary Name, Name of Account, Account Number, IBAN, SWIFT, and Signatory to the account.

b) It is accepted by the Parties that transfers to each other’s respective accounts shall be accompanied by the normal bank compliance documentation.

7. Taxes

Both Parties shall bear all statutory tax obligations arising from its status as a tax obligor under relevant tax laws and regulations. Both Parties shall be individually and separately responsible for any expenses arising from performing such duties.

8. Representations, Warranties and Commitments

Each Party to this Agreement makes the following representations, warranties and commitments to the other Party:

a) Hudson West and Trade Group are legally established entities and duly organized and registered companies in the jurisdictions in which they operate.

b) Each Party has full right and authorization, including but not limited to approval, consent or appointment from relevant providers, departments, partners, associations and authorities as well as the internal authorizations of the company, to enter this Agreement.

c) Each Party represents, warrants and undertakes to the other Party that in connection with this Agreement and any transaction entered into under this Agreement and the performance thereof, they will each respectively comply with all applicable laws, regulations, rules and requirements of the United States of America or any other relevant jurisdiction relating to anti-bribery and anti-money laundering, and that they shall each respectively take no action which would subject the other to liability, fines or penalties under such laws, regulations, rules or requirements.

d) Each Party represents, warrants and undertakes to the other Party that they shall not, directly or indirectly: pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:

* a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
* an officer or employee of a public international organization;
* any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
* any political party or official thereof, or any candidate for political office; or
* any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

e) Each Party further represents, warrants and undertakes to the other Party that they shall not, directly or indirectly, engage in other acts or transactions, in each case, if this is in violation of or inconsistent with the anti-bribery or anti-money laundering legislation of any government, including but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Anti-Terrorism Act, the U.K. Anti -Bribery Act 2010, Crime and Security Act 2001 and the applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

9. Term

a) Because of the highly confidential and proprietarily nature of the funding and investment processes, the term of the Agreement shall be in accordance with specific contracts undertaken by the Parties and this Agreement shall be an integral part of the basis of a permanent commercial relationship that can be renewed with each contract under separate consideration. But for all intents and purposes, upon signing by the Parties and notarization, this Agreement shall be deemed to be ongoing in full perpetuity, as also described in Section 4.a.

b) If either Party wishes to terminate this Agreement at any time then a notice in writing must be given to the other Party ninety (90) days in advance of the proposed termination date, unless it is mutually agreed that the termination process can be completed earlier without undue inconvenience to either Party. This termination notice does not apply to the sales or trades described in Sections 4.a and 9.a, since such sales or trades that began through introduction of the purchaser(s) to the Joint Venture shall be deemed ongoing in full perpetuity with respect to the particular purchaser(s) introduced.

10. Force Majeure

1. If either party fails to perform in whole or in part its duties under this Agreement due to an event of force majeure, the performance of such duties shall be suspended during the period of such event of force majeure.

b) A party that claims that it has been affected by an event of force majeure shall notify the other party of such event of force majeure in writing in the shortest period possible, and shall provide appropriate evidence of the existence and period of the event of force majeure to the other party within fifteen (15) days after its occurrence. A party that claims that the performance of this Agreement is objectively impossible and impractical due to such event of force majeure shall take any reasonable measures to lessen the losses caused by such event of force majeure.

c) When the event of force majeure occurs, the parties shall consult with each other regarding the performance of this Agreement. Once the event of force majeure or its effects ceases, both parties shall immediately resume the performance of their respective obligations herein.

d) An event of force majeure refers to any circumstance that cannot be reasonably controlled, predicted, avoided or overcome, and occurs after the execution of this Agreement, which makes the performance of this Agreement in whole or in part impossible or impracticable as a matter of fact, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes, and other acts of God, traffic accidents, strikes, riots, turmoil and wars (declared or not), regional or worldwide financial market disruption and any act or omission of a governmental authority.

11. Confidentiality

a) In the absence of the advance written consent by the other party, neither party may provide or disclose to other companies, enterprises, institutes or persons any materials or information relating to the business of the other party unless the laws or relevant regulatory authorities otherwise provide, or unless such disclosure is necessary to satisfy the legal requirements in regard to information disclosure by listed companies. Therefore each party to this Agreement will at all time keep confidential all information acquired in consequence of it, except for information which may be entitled or bound to disclosure under compulsion of law, or to its professional advisors where reasonably necessary for the performance of their professionals.

b) This Agreement operates under the strictest applications of the normal terms and conditions of Confidentiality, Non-Disclosure and Non-Circumvention as used in standard business practice and ethical behavior in this industry and the Parties will abide by the internationally accepted standards set out by the International Chamber of Commerce, Paris, France in its latest publications as they relate to arbitration for commercial contracts, and as such maximum care and consideration for the other Party shall be manifested at all times by the other Party in the carrying out of its respective duties and responsibilities in association with this Joint Venture.

c) The parties hereto covenant, one with the other, that the text of this Agreement will be maintained as confidential between the parties hereto and agree that the text will not be exhibited or demonstrated to any third party save and except to their respective corporate officers, and to those who, of necessity, must be aware of the terms and conditions hereof in order to cause orderly preparation and performance of the functions representative of the parties’ roles as defined in the present.

d) Each Party recognizes the right of the other Party to confidentiality of its sources and techniques and undertakes to instruct its bankers in such manner as to avoid unsolicited communication with any party introduced to the transaction by the Party.

e) No communication of any nature from either Party or its associates is permitted with either Party’s bankers, legal advisors, security traders or agents, except as specified, required or permissible in this Agreement under Section 11(c), and/or as authorized by either Party in writing.

f) Neither party shall in any way circumvent or attempt to circumvent the other with regard to any assets or opportunities presented to the Joint Venture or either party as a result of their respective efforts concerning the efforts of the Joint Venture.

12. Non-waiver

Unless otherwise provided by law, no failure to exercise and no delay in exercising any right, power, or privilege hereunder shall constitute a waiver of such right, power or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude the exercise of any other rights, powers or privileges.

13. Notices

All notices relating to the Agreement shall be in writing and shall be delivered by overnight courier, fax or email. Notices delivered by overnight courier shall take effect upon delivery. Notices sent by fax shall take effect upon successful transmission, provided that a fax confirmation report produced by the fax machine showing the successful transmission of the notice is provided by the sending party. Notices sent by mail shall take effect on the third (3rd) day after having been posted (if the last day is a Sunday, or statutory holiday, such day shall be the next working day). Notices sent by email shall take effect immediately after one day.

14. Further Actions

Both parties shall take such further actions and measures as to fully and effectively enforce this Agreement, including but not limited to determining the implementation plan or detailed measures based on the principles provided herein and on the condition of not violating the provisions agreed upon herein.

15. Governing Law and Dispute Resolution

a) This Agreement shall be governed by, and interpreted and construed in accordance with the laws of the State of New York. Both parties agree that the courts of New York are to have jurisdiction to settle any disputes or claims which may arise out of, or in connection with, this Agreement, including specifically the enforcement of any arbitral award.

1. Any resolution of disputes with third party vendors or purchasers shall be resolved by mutual agreement of the Parties to this Agreement. In the event the Parties cannot agree on the manner, timing and/or method of resolution of such a third party dispute, Hudson West shall make the final decision and that decision will be binding on the Parties.
2. Any disputes arising from and related to this Agreement shall be settled by both parties through friendly negotiations. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Said arbitration shall be binding and conducted in Washington, D.C.

16. Effectiveness, Copies and Modifications

a) This Agreement shall come into effect when it is signed and sealed by the authorized representatives of both parties on September \_\_, 2017.

b) This Agreement is executed electronically and is deemed to have the same legal effect as if in hard copy format.

c) The modification of this Agreement can only be made pursuant to a written agreement duly executed by the authorized representatives of both parties and upon the approval of both parties after the appropriate actions of their legal representatives.

17. General

This Agreement shall endure to the benefit of each of the Parties, their respective heirs, executors, administrators, affiliates, associates, partners and successors in interest and shall be binding on them and on their directors, officers, employees and agents.

Accepted and agreed on this September \_\_, 2017

For and on behalf of **Hudson West III, LLC**

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James Biden, Member

For and on behalf of **Trade Group, LLC**

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Nicolas Aaron, President/Managing Partner