

Memorandum of Understanding
Working, Profit-Share & Strategic-Partnership Agreement
for
Capital-Enhancement and/or Project-Development

Transaction Code: Siam/XXXXXXXXX _____, 2024

This Memorandum of Understanding (MOU) is signed this date the ___ of _____, 2024 between the following two Parties:

A) PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:

1) **PARTY I – _____ (INVESTOR)**

Signatory:	
Passport number:	
Legal address	
Phone:	
Fax:	
Mobile:	
Skype:	
Email-Address:	
Beneficiaries - advisors:	

2) **PARTY II - SIAM INVESTMENT FUND**

Signatory	Dato' Seri Abdul Rahman Maidin - Chairman
Passport number:	A51981674 (Malaysian)
Phone:	+60-3788 38328
Mobile:	+60-122250019
Skype:	dsarm19
Email-Addresses:	dsarm19@gmail.com

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B) BANK COORDINATES FOR INVESTOR & SIAM INVESTMENT FUND:

1) Party I (Investor) - Bank Coordinates

Investor:	
Signatory:	
Passport #:	
Bank name & address:	
Account #:	
Account Name:	
SWIFT Code:	
IBAN#:	
Bank officer(s):	
Phone(s):	
Fax:	
E-mail(s):	
Beneficiaries:	

2) Party II (Siam Investment Fund) – Bank Coordinates

Siam Investment Fund	Siam Investment Fund
Signatory:	Dato' Seri Abdul Rahman Maidin – Chairman
Passport number:	A51981674 (Malaysian)
Phone:	+60 378838328
Mobile:	+60 122250019
Email-Address:	dsarm19@gmail.com
Bank Name & Address:	TBA
Account Name:	
Account#:	
IBAN #:	
SWIFT Code:	
Bank officer(s):	
Phone(s):	
E-mail(s):	

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C) AGREEMENT TERMS AND CONDITIONS

WHEREAS, the Parties desire and agree to enter into an agreement together for the organization and transaction of a secure Capital-Enhancement Program – or other managed investment programs organized by the Siam Investment Fund (hereinafter referred to as the “Fund”) and its banking partners.

1) Please Note:

This particular Agreement is not part of the Capital-Enhancement Investment Contract(s) signed with Siam Investment Fund’s banking partner. It is a separate agreement between the Investor and the Fund and concerns the distribution of trading profits between the Investor (Party I) and the Siam Investment Fund (Party II)

2) Investment Description/Duration:

Program types: Secure Managed Buy-and-Sell of MTN’s or other financial instruments in either “bullet” or “one-year” program form – or a combination thereof. MOU/Contract duration: for the full duration of the two Parties’ investing and strategic partnership, to be revised and renewed as required for each new Capital-Enhancement program or investment project.

3) Procedure:

A preliminary due-diligence process starts with the Investor providing a number of documents for the authorized signatory: (LOI, Passport, C.I.S., proof of residence, Authorization to Verify Funds). If the investing entity is a corporation, foundation or association, in addition to the above documents from the authorized signatory, these additional documents must be provided: [Articles of Incorporation, Certificate of Registration, list of directors and Board Resolution providing full authorization to the signatory]. These documents are the basis for the first phase of the due-diligence review. This phase may be followed by an in-person visit by one of the three directors of the Fund. At the conclusion of this visit, the Investor shall sign the Memorandum of Understanding (MOU) to make this strategic partnership official for the duration of the investing relationship, an agreement that is separate and independent from the investment contract between the Fund and its bank(s). It should be noted that the Fund may utilize several different banks, platforms or traders, or a combination of platforms, banks and traders, in order to achieve the Investor’s goals. Following the signing of this MOU, the director shall submit the now completed application file for final review. If the Investor’s application passes this final review, the Investor will be notified immediately and will receive a detailed investment contract to review and sign. At that point, the two sides’ bank officers will communicate in order to initiate the blocking of funds. After the funds have been blocked, the investment program can begin within a matter of days.

4) Capital Assets to be Blocked for Duration of Investment Program

Basis of investment is a cash fund of € _____ (_____ Euro) on deposit at _____ in _____, _____, which the Investor declares to be legal, clean and free of any liens and which will be confirmed by the Fund and its bank officer(s) on a bank-to-bank basis and placed on administrative hold or otherwise blocked in order to participate in a secure Capital-Enhancement investment program. These capital funds will not be used, moved or in any way encumbered during the duration of the investment program – and shall be unblocked at the end of the contract period.

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5) Profit Sharing between Investor and Siam Investment Fund

The **Investor** (Party I) and **Siam Investment Fund** (Party II) agree to the following profit-share:

- 50% of net trading profits to Party I & its advisor(s)
- 50% of net trading profits to Party II & its advisor(s)

The Investor and the Siam Investment Fund shall prepare and issue Internal Fee-Protection Agreements for their respective advisors and associates and shall execute payment of such fees within 72 hours following the receipt of each tranche of trading profits.

6) Confidentiality:

Each Party shall not disclose the terms of this Agreement to a third party (other than the Party's and its affiliates' employees, lenders, counsel or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, provided that each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure - and shall use reasonable efforts to prevent or limit the disclosure. Such confidentiality obligations shall terminate five years after termination of this Agreement.

7) Non-Circumvention & Non-Disclosure:

All parties do hereby agree that the Non-Circumvention and Non-Disclosure Rules (NCND) of all issues from the ICC 500 apply to this transaction for a period of five (5) years from date of execution of this Agreement by the undersigned. These terms apply equally to assigns, agents, heirs, partners or associates. This NCND also applies to any and all other transactions directly or indirectly initiated by the herein named Siam Investment Fund and its associates, trading coordinators, platforms and banks.

8) Arbitration:

All disputes arising in connection with the present MOU shall be settled in an amicable way. Should no agreement be reached by the parties, then the case shall be brought for final settlement under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators in accordance with the said rules.

9) Assignability:

The undersigned agree that this M.O.U. and its referenced profit-sharing allocations are assignable and transferable to beneficiaries, designs, heirs and assigns upon written notice, and shall not be amended without the express written consent of the Parties. Should the herein referenced Investment Fund assign its rights and responsibilities to another corporate entity at any time during the contract period, these same profit-sharing terms and conditions shall apply to the newly named corporate entity, and the Investor's bank shall be notified in writing to that effect.

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D) SIGNATURES:

Party I
Signatory:
Investor

Party II
Signatory: Abdul Rahman Maidin
Chairman, Siam Investment Fund

Signature and Seal of Notary Public: