**DEED OF AGREEMENT (DOA)**

THIS DEED OF AGREEMENT (DOA) IS EXECUTED WITHOUT PREJUDICE OR CONFLICT OF INTEREST, DULY UNDERSTOOD AND SIGNED BY BOTH PARTIES ACTING AT THEIR OWN ACCORD ON xx/xx/2022 .BY AND BETWEEN: -

|  |  |
| --- | --- |
| COMPANY NAME |  |
| ADDRESS |  |
| COMPANY REGN. NO. |  |
| REPRESENTED BY |  |
| PASSPORT NO. |  |
| EMAIL |  |

HEREIN NAMED AS THE "**PROVIDER**", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW THAT WE ARE READY, WILLING AND ABLE TO DELIVER THE FOLLOWING SBLC THROUGH HIS PARTNER (ISSUER) UNDER THE TERMS & CONDITIONS DESCRIBED BELOW, BASED ON GOOD, CLEAN, CLEAR UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN;

**AND**

|  |  |
| --- | --- |
| COMPANY NAME |  |
| ADDRESS |  |
| COMPANY REGN.NO. |  |
| REPRESENTED BY |  |
| PASSPORT NO. |  |
| HP |  |
| E-MAIL |  |

HEREIN NAMED AS THE "**BUYER**", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW, THAT WE ARE READY, WILLING AND ABLE TO FUND AGAINST THE FOLLOWING SBLC UNDER THE TERMS & CONDITIONS DESCRIBED BELOW WITH GOOD, CLEAN, CLEAR, UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN.

BOTH PARTIES COLLECTIVELY BEING REFERRED TO AS THE “PARTIES”

**DESCRIPTION OF BANK INSTRUMENT:-**

|  |  |
| --- | --- |
| Instrument | **CALLABLE 100% SBLC CASH BACKED 600/758** |
| term | **OPERATIVE, IRREVOCABLE, ASSIGNABLE & CONFIRMED** |
| Issuing Bank | **BARCLAYS, HSBC** |
| Age /Currency | **(1) YEAR & (1) DAY-FRESH CUT- EURO/GBP** |
| Price | **38%+3%=41% SBLC On FV - 500MILLION** |
| Intermediary Fees | **3% SHARE (1.50%-PROVIDER-BANK SIDE CLOSED, & 1.50%-RECEIVER-BANK SIDE)** |
| Contract amount | **EURO €500 MILLION R&E** |
| TRANCHES | **First tranche €100Million, with four subsequent tranches of €100Million** |
| Delivery | **DELIVERED BY ISSUING BANK, BANK PAYMENT CONCENT (EXHIBIT- C) ISSUING BANK TO SWIFT MT760 PROVIDER TO SEND SWIFT COPIES OF THE SWIFT MT799/MT760 TO BUYER AS SOON AS THEY ARE SENT PAYMENT FOR THE SBLC TO BE REMITTED WITHIN FIVE (5) BANKING DAYS UPON VERIFICATION & CONSOLIDATION OF THE SWIFT MT760. Hard Copy to follow by bank bonded courier within (7) banking days after RECEIVED of payment** |
| Payment | **TT / SWIFT MT103** |
| Hard Copy | **Bonded Courier within 7 banking days.** |

I,**xxxxxxxxxxxxxxx,** ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED SBLC DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST GOOD, CLEAN, CLEAR FUNDS OF NON-CRIMINAL ORIGIN.

WHEREAS, BUYER DESIRES TO RECEIVE SBLC FROM PROVIDER FOR THE PURPOSE TO SECURE WORKING CAPITAL AND PROPER MANAGEMENT OF HIS DAILY BUSINESS, AND FURTHER CONFIRMS WITH FULL CORPORATE AND LEGAL RESPONSIBILITY THAT SUFFICIENT FUNDS ARE AVAILABLE TO COVER THE COSTS OF THE SAID CREDIT FACILITY.

WHEREAS, PROVIDER ACCEPTS BUYER APPLICATION FOR THE SBLC BY ISSUING THROUGH HIS PARTNER COMPANY HIS AND TRANSFERRING TO BUYER BY ALL ITS RIGHTS ON SBLC TITLE AND ANY OTHER INTEREST, PLUS FURTHER REPRESENTS AND WARRANTS THAT IT HAS THE ABILITY AND RESOURCE TO CAUSE THE ISSUANCE & ARRANGE THROUGH ASSOCIATES, CONTRACTS AND SOURCES, WITH FULL CORPORATE RESPONSIBILITY, SUCH FINANCIAL INSTRUMENT(S) AS REQUIRED AND AS PER TERMS MUTUALLY AGREED HEREIN. THE PROVIDER HEREBY DECLARES, UNDER FULL PENALTY OF PERJURY, EACH SBLC WILL BE BACKED BY GOOD, CLEAN, CLEAR FUNDS OF NON-CRIMINAL ORIGIN, FREE & CLEAR OF ALL LIENS, ENCUMBRANCES & ANY THIRD-PARTY INTERESTS.

NOW THEREFORE, BUYER HAS AGREED TO RECEIVE THE SBLC AND PROVIDER HAS AGREED TO ISSUE/DELIVER SBLC BASED ON THE FOLLOWING TERMS & CONDITIONS:

**TRANSACTION PROCEDURE: PURCHASING 100% CALLABLE SBLC**

1. BUYER SEND TO PROVIDER THIS DOA WITH ALL DOCUMENTS FOR DUE DILIGENCE WITH COMPLIANCE DOCUMENT OF:

1.1 Client Information Sheet (CIS)

1.2 Corporate Resolution (CR)

1.3 Non-Solicitation Statement (NS)

1.4 Non-Circumvention and Non-Disclosure Agreement (NCND)

1.5 Irrevocable Master Fee Protection Agreement (IMFPA)

1.6 BUYER Signatory and Color Copy of Passport

1.7 BUYER Certificate of Incorporation (COI)

1.8 Account Statement, BCL or Bank Letter OR Screenshot from Online Banking showing that BUYER is having Cash Funds for first tranche

1. ONCE THE DOA SUBMITTED IS BEING VERIFIED BY PROVIDER’S ISSUER COMPLIANCE BANK, PROVIDER ACCEPT AND COUNTERSIGN THE DOA AND RETURN TO IT TO BUYER, WHICH HEREBY AUTOMATICALLY BECOMES A FULL RECOURSE COMMERCIAL CONTRACT
2. WITHIN (5) BANKING DAYS, THE ISSUING BANK OF PROVIDER (Barclays, HSBC) WILL ISSUE SWIFT MT799 PRE-ADVICE (EXHIBIT-A) CONFIRMING THAT THEY ARE READY, WILLING AND ABLE TO ISSUE SBLC. PROVIDER SENDS COPY OF THE SWIFT MT799 PRE-ADVICE TO BUYER WITHIN (24) BANKING HOURS.
3. WITHIN (5) BANKING DAYS OF THE RECEIPT OF PROVIDER’S ISSUER SWIFT MT799 PRE-ADVICE, BUYER BANK WILL SEND BY SWIFT MT799 READY, WILLING AND ABLE (“RWA”) THE BANK PAYMENT CONCENT (EXHIBIT-B) CONFIRMING RECEIPT AND ABILITY TO PAY THE AMOUNT UP TO (41%) OF THE TOTAL SBLC FACE VALUE €100MILLION AND AGREED CONSULTANCY FEES.
4. WITHIN (5) BANKING DAYS OF PROVIDER ISSUEER RECEIVING AND AUTHENTICATE THE BANK PAYMENT CONCENT FROM THE RECEIVING BANK, ISSUING BANK SHALL ISSUE SBLC €100MILLION SWIFT MT760 (EXHIBIT-C).
5. THE RECEIVING BANK WILL RECEIVE, CONFIRM AND VERIFY THE SWIFT MT760 SBLC €100MILLION. BUYER WILL REMIT PAYMENT (38+3%) WITHIN (7) BANKING DAYS AFTER SWIFT MT760 RECEIVED TO PROVIDER’S ISSUER DESIGNATED BANK ACCOUNT(S) THE PURCHASE FEES AND THE AGREEDED FESS TO THE INTERMEDIARIES’ DESIGNATED ACCOUNT(S)
6. WITHIN (10) BANKING DAYS AFTER RECEIPT OF ALL FEES INCLUDING THE CONSULTANCY FEES, THE HARD COPY OF THE SBLC WILL BE SENT TO RECEIVING BANK BY BANK-BONDED COURIER.
7. UPON SUCCESSFUL COMPLETION FIRST TRANCHE, AS MUTUALLY AGREED BY BOTH PARTIES, BEGINNING WITH PROCEDURE NEXT TRANCHES; PROVIDER WILL ISSUE SBLC SWIFT MT760 IN FAVOR OF BUYER ACCORDING THIS DOA.
8. THIS DOA IS A FULL RECOURSE COMMERCIAL COMMITMENT GOVERNED BY THE LAW OF THE UNITED KINGDOM AND STANDARDS UNDER ICC REGULATION.
9. SHOULD BUYER DEFAULT IN PAYING THE PURCHASE FEES AND THE TRANSACTION FEES AS STIPULATED IN THIS DOA WITHIN THE STIPULATED TIME AFTER RECEIPT OF SWIFT MT760, PROVIDER SHALL INSTRUCT THE ISSUING BANK TO PUT A CLAIM ON THE SBLC THEREBY FORCING THE RECEIVING BANK TO RETURN THE SWIFT MT760 SBLC €100MILLION TO THE ISSUING BANK.

**SANCTIONS (NON-PERFORMANCE)**

AFTER THIS DOA IS SIGNED BY BOTH PROVIDER AND BUYER, AND COPIES EXCHANGED ELECTRONICALLY OR OTHERWISE BY A DELIVERY SERVICE, FAILURE TO FOLLOW THE CLOSING PROCEDURE IN TIME AND FORM HEREIN IS CONSIDERED BREACH OF THIS CONTRACT AND PUTS THE FAILING PARTY IN DEFAULT POSITION TO PAY A ONE-TIME PENALTY (NON-PERFORMANCE) FEE OF 5% OF THE DOA VALUE TO THE PRINCIPAL SUFFERING PARTY PLUS 1% TO THE INTERMEDIARIES/FACILITATORS (0.5% EACH SIDE), ALSO, IF FOR WHATSOEVER REASON, THE RECEIVING BANK OFFICIALLY STATES THAT SWIFT MT-760 HAS NOT BEEN RECEIVED AT THE RECEIVING BANK, IT SHALL BE INCUMBANT UPON THE RECEIVER TO OBTAIN A WRITTEN INTIMATION FROM THEIR BANK IN THIS REGARD. ALSO THE RECEIVER SHALL INITIATE THE NECESSARY ‘TRACER’ PROCEDURE WITH THEIR BANK TO LOCATE THE SBLC. COPIES OF ALL COMMUNICATIONS RELATED TO THIS SITUATION SHALL BE PROVIDED FOR NECESSARY FOLLOW-UP & INFORMATION. THE PROVIDER WILL MAKE AVAILABLE WHEN REQUIRED OR REQUESTED BANK CERTIFIED SWIFT COPIES HARD COPIES OF THE SWIFT TRANSMISSION.

**UNAUTHORIZED BANK COMMUNICATION**

NEITHER PARTY IS ALLOWED TO CONTACT THE BANK OF THE OTHER PARTY WITHOUT THE AUTHORIZATION OF THE PARTY WHOSE BANK IS TO BE CONTACTED. ANY UNAUTHORIZED CALLS BY ANY PARTY OR ITS REPRESENTATIVE AGENTS / BROKERS / LAWYERS TO PROBES OR COMMUNICATION IN AN IMPROPER WAY OR WAYS INDICATIVE OF DIRECT OR INDIRECT SOLICITATION TO BANK(S) IN THIS TRANSACTION SHALL BE PROHIBITED AND RESULT TO CONTRACT TERMINATED. NOTICE: THIS IS A PRIVATE SALE BETWEEN TWO ENTITIES AND IS NOT TO BE CONSTRUED AS AN OFFER OF FUNDS OR A SALE OF SECURITIES AS DEFINED IN THE US SECURITIES ACT OF 1933/34

**BUYER OBLIGATION:**

BUYER, WITH FULL CORPORATE AND LEGAL RESPONSIBILITIES, AND UNDER PENALTY OF PERJURY, CONFIRMS THAT HE IS FULLY AWARE OF HIS FINANCIAL ABILITY AND FACILITIES WITH HIS BANK WHEN SIGNING THIS DOA WITH PROVIDER. BUYER FURTHER CONFIRMS THAT PROVIDER IS AUTHORIZED TO VERIFY THE FUNDS OF EACH TRANCHE OF THE DOA WITH HIS BANK, IF NECESSARY. IN THE EVENT OF UNSATISFACTORY VERIFICATION, THE TRANSACTION WILL BE SUSPENDED IMMEDIATELY AND BUYER IS IN BREACH OF THE DOA CONTRACT AND LIABLE FOR LEGAL CONSEQUENCES.

**PROVIDER OBLIGATION:**

PROVIDER WITH FULL CORPORATE AND LEGAL RESPONSIBILITIES, AND UNDER PENALTY OF PERJURY, CONFIRMS THAT PROVIDER IS FULLY AWARE OF THE COMMITMENT OF THE INSTRUMENTS WHEN COUNTERSIGNING THIS DOA. PROVIDER FURTHER CONFIRMS TO DELIVER THE SBLC SWIFT MT760, TO NEGOTIATE AND MAKE PROPER ARRANGEMENT WITH BUYER TO CONTINUOUSLY SUPPLY THE SBLC UNTIL THE WHOLE CONTRACTED VOLUME IS EXHAUSTED. WITHOUT EXPRESSED WRITTEN PERMISSION, NEITHER PARTY SHALL CONTACT THE BANK OF THE OTHER PARTY. BOTH PARTIES MAY CHANGE BANKING COORDINATES WITH WRITTEN NOTICE TO THE OTHER PARTY.

**NON-SOLICITATION**

BUYER HEREBY CONFIRMS AND DECLARES THAT PROVIDER, ITS ASSOCIATES OR REPRESENTATIVES OR ANY PERSON OR PERSONS ON ITS BEHALF HAS/HAVE NEVER EVER SOLICITED PROVIDER, ITS SHAREHOLDERS OR ASSOCIATES OR REPRESENTATIVES IN ANY WAY WHATSOEVER THAT CAN BE CONSTRUED AS A SOLICITATION FOR THIS TRANSACTION OR FOR FUTURE TRANSACTIONS.

**FORCE MAJEURE**

ANY DELAY IN OR FAILURE OF PERFORMANCE BY EITHER PARTY OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS DOA SHALL NOT CONSTITUTE A BREACH HEREUNDER OR GIVE RISE TO ANY CLAIMS FOR DAMAGES IF, AND TO THE EXTENT THAT SUCH DELAYS OR FAILURES IN PERFORMANCE ARE CAUSED BY EVENTS OR CIRCUMSTANCE BEYOND THE CONTROL OF SUCH PARTY. THE TERM “BEYOND THE CONTROL OF SUCH PARTY “INCLUDE LAWFUL ORDER OF GOVERNMENT OR AUTHORITY, ACT OF WAR, REBELLION OR SABOTAGE, FIRE, FLOOD, EARTHQUAKE OR OTHER NATURAL DISASTERS. ANY OTHER CAUSE NOT WITHIN THE CONTROL OF SUCH PARTY OR WHICH IS BY EXERCISE OF REASONABLE DILIGENCE, THE PARTY WILL BE UNABLE TO FORESEE OR PREVENT OR REMEDY.

**ARBITRATION**

ALL DISPUTES AND QUESTIONS WHATSOEVER WHICH ARISES BETWEEN THE PARTIES TO THIS DOA AND TOUCHING ON THIS AGREEMENT ON THE CONSTRUCTION OR APPLICATION THEREOF OR ANY ACCOUNT COST, LIABILITY TO BE MADE HEREUNDER OR AS TO ANY ACT OR WAY RELATING TO THIS DOA SHALL BE SETTLED BY THE ARBITRATION IN ACCORDANCE WITH THE ARBITRATION LAWS OF THE ICC. THIS DOA CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES AND REPLACES ALL PRIOR NEGOTIATIONS AND PROPOSED AGREEMENTS, WRITTEN OR ORAL NEITHER OF THE PARTIES MAY ALTER, AMEND, NOR MODIFY THIS DOA EXCEPT BY AN EMAIL SIGNED BY BOTH PARTIES. THIS DOA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF UNITED KINGDOM. IN THE EVENT THAT EITHER PARTY SHALL BE REQUIRED TO BRING ANY LEGAL ACTIONS AGAINST THE OTHER IT ENFORCE ANY OF THE TERMS OF THIS DOA THE PREVAILING PARTY SHALL BE ENTITLES TO RECOVER REASONABLY ATTORNEY FEES AND COSTS. ALL ELECTRONIC SIGNATURES (EMAIL), INCLUDING THOSE IN COUNTER-PART, IN REGARD TO THIS DOA CONTRACT SHALL BE ACCEPTED AS ORIGINAL SIGNATURES. THE PARTIES AGREE THAT THIS DOA IS ENTERED INTO VOLUNTARILY, BY MUTUAL CONSENT AND NOT UNDER STRESS. IN WITNESS WHEREOF, THE PARTIES ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS DOA HAVING SET THEIR HANDS AND SEALS AND INITIAL ON EACH PAGE OF THIS DOA AS OF THE DATE FIRST ABOVE WRITTEN

**BENEFICIARY OF SBLC:** SPECIAL INSTRUCTIONS BUYER OF THE SBLC WILL BE ISSUED WITH STANDARD FORMAT ICC ISP' 600/758.

**BANKING INFORMATION:-**

**PROVIDER ISSUER BANKING COORDINATES TO SWIFT MT799 PRE-ADVICE & SWIFT MT760 (SBLC €100MILLION)**

|  |  |
| --- | --- |
| BANK NAME | **Barclays PLC** |
| BANK ADDRESS | **Churchill Place, 1, London, E14 5HP** |
| ACCOUNT NAME |  |
| ACCOUNT NO. |  |
| SWIFT CODE |  |
| ACCOUNT SIGNATORY |  |
| BANK OFFICER NAME |  |
| Bank Telephone |  |
| **OFFICER EMAIL** |  |

**PROVIDER ISSUER BANKING COORDINATES FOR RECEIVING PAYMENT 38% (€38MILLION) OF SBLC FACE VALUE €100MILLION AND SWIFT MT799 BANK PAYMENT CONCENT:**

|  |  |
| --- | --- |
| BANK NAME | **Barclays PLC** |
| BANK ADDRESS | **Churchill Place, 1, London, E14 5HP** |
| ACCOUNT NAME |  |
| SWIFT CODE |  |
| ACCOUNT NO. |  |
| BANK OFFICER NAME |  |
| BANK TEL/FAX |  |
| BANKIER EMAIL |  |

**BUYER BANKING COORDINATES TO SWIFT MT799 BANK PAYMENT CONSENT, TO RECEIVE SWIFT MT799 PRE-ADVICE & SWIFT MT760 SBLC €100MILLION**

|  |  |
| --- | --- |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NO. |  |
| SWIFT CODE |  |
| ACCOUNT SIGNATORY |  |
| BANK OFFICER NAME |  |
| BANK TELEPHONE |  |
| BANK FACSIMILE |  |
| BANKERS EMAIL |  |

**BUYER BANKING COORDINATES FOR PAYMENT OF AGREED FEE OF SBLC FACE VALUE €100MILLION**

|  |  |
| --- | --- |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NO. |  |
| SWIFT CODE |  |
| ACCOUNT SIGNATORY |  |
| BANK OFFICER NAME |  |
| BANK TELEPHONE |  |
| BANK FACSIMILE |  |
| BANKERS EMAIL |  |

IMPROPER RELEASE OF THE ABOVE BANKING INFORMATION, FOR ANY REASON, WITHOUT THE WRITTEN PRIOR AUTHORIZATION OF OTHER PARTY, SHALL BE CONSIDERED AS A BREACH OF DOA CONTRACT AND WILL MAKE A DEFAULTED PARTY TO BE ACTIONABLE FOR DAMAGES SUSTAINED HEREBY. EACH PARTY IS NOT ALLOWED TO CONTACT THE OTHER PARTY'S BANK WITHOUT EXPRESSED WRITTEN PERMISSION. ANY PARTY ATTEMPTING TO DO SO WILL LEAD TO CANCELLATION OF THIS DOA.

**ASSIGNMENT**

NEITHER PARTY MAY ASSIGN OR DELEGATE ITS INTEREST OR DUTIES WITHOUT PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

**SEVERABILITY**

IN THE EVENT THAT ONE OF THE ARTICLES OR ADDENDUM OF THIS DOA IS CONSIDERED VOID AND ENFORCEABLE, THE WHOLE DOA IS CONSIDERED ENFORCEABLE AND CEASES TO EXIST. THE PARTIES SHALL IN GOOD FAITH NEGOTIATE WITH ANY POSSIBLE CORRECTION TO THE ABOVE EVEN IN ORDER TO PREVENT THE DISSOLUTION OF THE ENTIRE DOA.

**DOA EXECUTION**

EACH PARTY TO THIS DOA REPRESENT THAT IT HAS FULL LEGAL AUTHORITY TO EXECUTE THIS DOA AND THAT EACH PARTY AGREES TO BE BOUND BY TERMS & CONDITIONS SET FORTH HEREIN EACH PARTY AGREES THAT THIS DOA MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN PARTIES VIA EMAIL TRANSMISSION WHICH SHOULD BE DEEMED AS ORIGINAL. ALL STATEMENTS MADE BY EITHER PARTY ARE UNDER PENALTY OF PERJURY.

FOR & ON BEHALF OF PROVIDER**:**

**……………………………………………………**

NAME :

TITLE :

PASSPORT NO. :

ISSUE DATE :

EXPIRY DATE :

NATIONALITY :

&

FOR & ON BEHALF **OF BUYER:-**

……………………………………………………

TITLE :

PASSPORT NO. :

ISSUE DATE : **( S I G N E D & S E A L E D )**

EXPIRY DATE :

NATIONALITY :

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS DOA. AS APPLICABLE, THIS DOA SHALL BE:

INCORPORATE U.S. PUBLIC LAW 106-229, ‘‘ELECTRONIC SIGNATURES IN GLOBAL & NATIONAL COMMERCE ACT’’ OR SUCH OTHER APPLICABLE LAW CONFORMING TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT).  EDT DOCUMENTS SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE.  EITHER PARTY MAY REQUEST HARD COPY OF ANY DOCUMENT THAT HAS BEEN PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS PROVIDED HOWEVER, THAT ANY SUCH REQUEST SHALL IN NO MANNER DELAY THE PARTIES FROM PERFORMING THEIR RESPECTIVE OBLIGATIONS AND DUTIES UNDER EDT INSTRUMENTS.

**[THIS SECTION LEFT INTENTIONALLY BLANK]**

**“EXHIBIT-A”**

**FORMAT OF SBLC €100MILLION PRE-ADVICE SWIFT MT799**

SENDER

BANK NAME :

ADDRESS :

SWIFT CODE :

ACCOUNT NAME :

ACCOUNT NUMBER :

BANK OFFICER :

RECEIVER

BANK NAME :

ADDRESS :

SWIFT CODE :

ACCOUNT NAME :

ACCOUNT NUMBER :

BANK OFFICER :

STANDBY LETTER OF CREDIT NO. :

CURRENCY : EURO

AMOUNT : \_\_\_\_\_\_\_\_\_\_ MILLION EURO (€\_\_0,000,000.00)

ISSUING BANK:

ISSUE DATE :

MATURITY DATE :

EXPIRY DATE :

TRANSACTION CODE :

WE, ……………., WITH REGISTERED ADDRESS ………………….., REPRESENTED BY THE UNDERSIGNED OFFICERS, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY AND LIABILITY ON BEHALF OF OUR CLIENT , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , ACCOUNT NO \_\_\_\_\_\_\_\_\_\_\_\_\_ THAT WE ARE READY, WILLING AND ABLE TO DELIVER, VIA SBLC/SWIFT MT760 PER THE ATTACHED WORDING, ONE (1), STANDBY LETTER OF CREDIT,IN ACCORDANCE WITH ICC PUBLICATION NO. 600, ISSUED BY HSBC BANK PLC IN FAVOR OF \_\_\_\_\_\_\_\_\_\_\_\_\_, ACCOUNT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FOR THE BENEFIT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_WITH A PRINCIPAL FACE VALUE OF \_\_\_\_\_\_\_\_\_\_\_ MILLION EURO (€\_\_0,000,000.00) WITH VERBIAGE CONTAINED HEREIN OF THIS TRANSMISSION.

WE FURTHER CONFIRM THAT THE STANDBY LETTER OF CREDIT IS CASH-BACKED AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND UNCONDITIONALLY CALLABLE UPON MATURITY.

PLS, CONFIRM, VIA SWIFT THAT YOU ARE READY TO RECEIVE AND FUND THE STANDBY LETTER OF CREDIT.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF \_\_\_\_\_\_\_\_\_\_\_ BANK

ADRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED BANK OFFICER 1 AUTHORIZED BANK OFFICER 2

<NAME, TITLE, PIN CODE> <NAME, TITLE, PIN CODE>*.*

“**EXHIBIT-B”**

**FORMAT OF SWIFT MT799 BPU-RWA CONSENT**

Date :

**From** :

ADDRESS :

SWIFT CODE :

By order of OUR CLIENT :

ACCOUNT NAME :

ACCOUNT NUMBER :

**To** :

SWIFT CODE :

Transaction Code :

ACCOUNT NAME :

ACCOUNT NUMBER :

AT THE REQUEST OF OUR CLIENT, <**BENEFICIARY** **NAME\_\_\_\_\_\_>** FOR THE BENEFIT OF **<PRINCIPAL NAME\_\_\_\_\_\_\_\_\_\_\_>,** We, ……………..**BANK**, hereby IRREVOCABLY confirm THAT WE ARE PREPARED TO UNDERTAKE THE FOLLOWING:

1. TO RECEIVE, VIA SWIFT MT760 into our client’s above-listed account, **\_\_\_\_\_\_\_ HUNDRED MILLION EURO (€\_\_\_,….0,000.00)** CASH-BACKED, ASSIGNABLE, TRANSFERABLE, Divisible AND UNCONDITIONAL BANK GUARANTEE/ STANDBY LETTER OF CREDIT (“€ \_\_\_\_\_\_ M” BG/SBLC); AND,
2. TO SWIFT TRANSFER A PRINCIPAL AMOUNT OF **\_\_\_\_\_\_\_\_ MILLION EURO (€\_\_\_,…..0,000.00)** WITHIN FIVE (5) EUROPEAN BANKING DAYS TO THE BELOW-LISTED ACCOUNT AFTER SUCCESSFULLY RECEIVING AND AUTHENTICATING THE **€\_\_\_\_\_\_\_\_\_\_\_M BG/SBLC** DELIVERED VIA SWIFT MT760 TO OUR CLIENT’S ABOVE ACCOUNT.

BANK NAME :

ACCOUNT NUMBER :

ACCOUNT NAME :

SWIFT CODE :

We, hereby confirm that the **\_\_\_\_\_ MILLION EURO (€\_\_\_,…..0,000.00)** ARE good, clean and cleared FUNDS DERIVED from a legal source.

Yours faithfully,

For and on Behalf of **BANK- ADDRESS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Bank Officer 1 Authorized Bank Officer 2

<Name, Title, Pin Code> <Name, Title, Pin Code>

**“EXHIBIT-C”**

**SBLC €100MILLION SWIFT MT760**

SENDING BANK

Bank Name :

Bank Address :

Account Name :

Account Number :

Amount :

SWIFT Code :

Bank Officer :

Telephone Number :

Bank Officer e-mail :

RECEIVING BANK

Bank Name :

Bank Address :

SWIFT Code :

Account Name :

Account Number :

Bank Officer :

Telephone :

Bank Officer e-mail :

SWIFT Code :

--------------------------- MESSAGE TEXT ---------------------------

STANDBY LETTER OF CREDIT NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ISSUE DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MATURITY DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR VALUE RECEIVED, WE, THE UNDERSIGNED AUTHORIZED BANK OFFICERS OF ……………..BANK , LOCATED AT………………………………………………………………..WITH FULL BANK RESPONSIBILITY HEREBY ISSUE OUR IRREVOCABLE, CALLABLE, UNCONDITIONAL CASH BACKED STANDBY LETTER OF CREDIT WITH NUMBER # ………. (BOOKING NUMBER OF THE SBLC AT …………………….BANK) AND WITHOUT PROTEST OR NOTIFICATION GUARANTEE TO PAY IN FULL WITHOUT DELAY AGAINST THIS STANDBY LETTER OF CREDIT

THIS BEING STATED, WAIVING ALL RIGHTS OF OBJECTION AND DEFENSE ARISING FROM THE SAID STANDBY LETTER OF CREDIT, WE HEREBY IRREVOCABLY UNDERTAKE TO PAY IMMEDIATELY TO YOU OR ANY BONAFIDE HOLDER OR ASSIGNEES THEREOF THE PRINCIPAL AMOUNT OF €…00,000,000.00 (…. MILLION EUROS) INCLUDING PRINCIPAL INTEREST, AND ALL OTHER CHARGES UPON RECEIPT OF YOUR WRITTEN DEMAND FOR PAYMENT BY REGISTERED MAIL ON OR BEFORE THE EXPIRATION DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTION OR CHARGED, FEES, OR WITHHOLDINGS OF ANY NATURE AND BEING THIS BG/SBLC VALID UNTIL ONE YEAR AND ONE DAY. AFTER MATURITY DATE AND EXPIRES AUTOMATICALLY AND IN FULL IF YOUR WRITTEN REQUEST FOR PAYMENT MADE BY SWIFT OR TESTED TELEX MESSAGE IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

THIS BG/SBLC IS CASH-BACKED, TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION TO US OR PAYMENT OF ANY TRANSFER FEES.

THIS CABLE IS AN OPERATIVE INSTRUMENT, ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

THIS BANK GUARANTEE/ STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (LATEST VERSION) OF INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION No. 600, URDG FORMAT758.

THIS BANK GUARANTEE /STANDBY LETTER OF CREDIT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF ………………………………...

FOR AND ON BEHALF OF:

(BANK NAME)

(BANK ADDRESS)

AUTHORIZED OFFICER (1) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED OFFICER (2) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IRREVOCABLE CORPORATE PROTECTION AGREEMENT**

**DATE : Tuesday, March 14, 2023**

TO : BOTH PARTIES’ CONSULTANTS

**DESCRIPTION OF THE BANK INSTRUMENT**

|  |  |
| --- | --- |
| Instrument | **CALLABLE 100% SBLC CASH BACKED 600/758** |
| term | **OPERATIVE, IRREVOCABLE, ASSIGNABLE & CONFIRMED** |
| Issuing Bank | **BARCLAYS, HSBC** |
| Age /Currency | **(1) YEAR & (1) DAY-FRESH CUT- EURO/GBP** |
| Price | **38%+3%=41% SBLC On FV - 500MILLION** |
| Intermediary Fees | **3% SHARE (1.5%-PROVIDER-BANK SIDE CLOSED, & 1.50%-RECEIVER-BANK SIDE)** |
| Contract amount | **EURO €500 MILLION R&E** |
| TRANCHES | **First tranche €100Million, with four subsequent tranches of €100Million** |
| Delivery | **DELIVERED BY ISSUING BANK, BANK PAYMENT CONCENT (EXHIBIT- C) ISSUING BANK TO SWIFT MT760 PROVIDER TO SEND SWIFT COPIES OF THE SWIFT MT799/MT760 TO BUYER AS SOON AS THEY ARE SENT PAYMENT FOR THE SBLC TO BE REMITTED WITHIN FIVE (5) BANKING DAYS UPON VERIFICATION & CONSOLIDATION OF THE SWIFT MT760. Hard Copy to follow by bank bonded courier within (7) banking days after RECEIVED of payment** |
| Payment | **TT / SWIFT MT103** |
| Hard Copy | **Bonded Courier within 7 banking days.** |

WE, XXXXXXXXXXXXX (AS BUYER, HEREINAFTER AS THE “PAYER”), REPRESENTED BY THE MANAGING DIRECTOR AND THE AUTHORIZED SIGNATORY MR,XXXXXXXXXXXXXXXXXXXXX THE HOLDER OF XXXXXX PASSPORT NO: XXXXXX, WITH OFFICE ADDRESS AT XXXXXXXXXXXXXXXXX, DO HEREBY IRREVOCABLY GUARANTEE WITH FULL PERSONAL AND CORPORATE RESPONSIBILITY AND AUTHORITY, UNDER PENALTY OF APPLICABLE PERJURY LAWS, AGREE TO ACT AS PAYER TO PAY THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WITH AN IRREVOCABLE CORPORATE PAYMENT ORDER WHICH IS AN INTEGRAL PART OF ABOVE CODED AGREEMENT IN THE TOTAL AMOUNT OF (3%) OF THE TOTAL SBLC FACE VALUE. TOTAL (2%) COMMISSION FEES, (1.50%) FOR PROVIDER-SIDE AND (1.50%) FOR BUYER-SIDE, WHICH SHALL BE PAID INTO THE BELOW BANK ACCOUNT/S OF BOTH PARTIES’ BENEFICIRIES FOR DISTRIBUTION AND WHICH SHALL INCLUDE ALL ROLLS AND EXTENSIONS.

**PROVIDER-SIDE (1%/€1MILLION) OF SBLC VALUE €100MILLION - CLOSED.**

|  |  |
| --- | --- |
| **BANK NAME** | **CLOSED** |
| **BANK ADDRESS** |  |
| **ACCOUNT NO.** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BENEFICIARY NAMES** |  |
| **SPECIAL NOTE** |  |

**BUYER-SIDE 1: (1%/€1MILLION) OF TOTAL SBLC CONTRACT VALUE €100MILLION.**

|  |  |
| --- | --- |
| **BANK NAME** | **CLOSED Lawyer group** |
| **BANK ADDRESS** |  |
| **ACCOUNT NO.** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BENEFICIARY NAMES** |  |
| **SPECIAL NOTE** |  |

**BUYER-SIDE 2: (1%/€1MILLION) OF TOTAL SBLC CONTRACT VALUE €100MILLION.**

|  |  |
| --- | --- |
| **BANK NAME** | **J P MORGAN CHASE UK** |
| **BANK ADDRESS** | **25 BANK STREET LONDON E14 5JP UNITED KINGDOM** |
| **ACCOUNT NO.** | **USD-GB18CHAS60956121688588/ACCOUNT 21668522**  **EURO-GB10CHAS60956121693983/ACCOUNT 21693983**  **SORT CODE 60-95-61** |
| **ACCOUNT NAME** | **MINER INVEST LTD** |
| **SWIFT CODE** | **CHASGB2LVR1** |
| **BENEFICIARY NAMES** | **MINER INVEST LTD** |
| **SPECIAL NOTE** | **THIS TRANSACTION ARE DERIVED FROM NON-CRIMINAL ORIGIN; AND, ARE GOOD, CLEAN AND CLEARED. THE ORIGIN OF FUNDS ARE IN COMPLIANCE WITH ANTI-MONEY-LAUNDERING POLICIES AS SET FORTH BY THE FINANCIAL ACTION TASK FORCE (FATF) 6/01** |

**[THIS SECTION LEFT INTENTIONALLY BLANK]**

THIS DOA/IRREVOCABLE CORPORATE PAYMENT ORDER AND THE PAYMENT OF COMMISSIONS HEREIN ARE SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE “ICC” AND THE ICC ARBITRATION ACT AS ADOPTED BY THE ICC OFFICE IN HONG KONG, BY THREE ARBITRARY APPOINTEES IN ACCORDANCE WITH ICC RULES. ALL NC/ND CLAUSES AS PRESCRIBED BY ICC RULES (LATEST EDITION) SHALL APPLY TO THIS AGREEMENT AND PAYMENT ORDER. THIS DOA AND IRREVOCABLE CORPORATE PAYMENT ORDER IS IRREVOCABLE, DIVISIBLE, AND UNCONDITIONAL, AND MAY BE ASSIGNED ONLY BY THE BENEFICIARIES NAMED HEREIN. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH ONE SHALL BE DEEMED AN ORIGINAL AND ALL TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT. A SIGNED EMAIL TRANSMITTED COPY OF THIS DOCUMENT SHALL BE DEEMED BINDING ON THE “PARTIES” WITH THE FORCE AS THE SIGNED ORIGINAL.

THE DOA AND IRREVOCABLE CORPORATE PAYMENT ORDER IS VALID WHEN COMMENCEMENT OF THE ABOVE-REFERENCED TRANSACTION TAKES PLACE AND SHALL REMAIN VALID AND ENFORCEABLE FOR THE FULL TERMS OF THE TRANSACTION, INCLUDING ANY NEW AGREEMENT BETWEEN THE PARTIES AND/OR THEIR ASSIGNS. BENEFICIARIES RESERVE RIGHT TO CHANGE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE PAYER. UPON EXECUTION OF THE DOA AND THE FINAL AGREEMENT AND PRIOR TO, OR SIMULTANEOUSLY WITH THE FIRST TRANSACTION, WE GUARANTEE THAT THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT & IRREVOCABLE CORPORATE PAYMENT ORDER WILL BE LODGED WITH PAYER’S BANK. PAYER’S BANK SHALL PROVIDE THE BENEFICIARIES, BY E-MAILS WITH COPIES OF THE SWIFT RELATED TO ALL PAYMENT INSTRUCTIONS UPON THE CLOSING OF EACH AND EVERY TRANSACTION OF THE ABOVE TRANSACTION.

**THE PAYER’S PAYING BANK DETAILS:**

|  |  |
| --- | --- |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NO. |  |
| ACCOUNT SIGNATORY |  |
| SWIFT CODE |  |
| BANK OFFICER NAME |  |
| BANK TITLE |  |
| BANK TEL/FAX |  |
| BANKERS EMAIL |  |

IN THE EVENT THAT THE TRANSACTION WAS NOT PERFORMED OR ONLY PERFORMED IN PART, THE PAYMASTERS / BENEFICIARIES LISTED ABOVE SHALL NOT HOLD THE UNDERSIGNED PAYER RESPONSIBLE FOR ANY EXPENSES, CHARGES AND/OR COST, OR HOLD THE PAYER LIABLE FOR ANY CIVIL AND CRIMINAL ACTIONS. THE UNPERFORMED PART OF THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WILL THEREFORE AUTOMATICALLY BECOME NULL AND VOID. IT IS UNDERSTOOD THAT ALL PARTIES HEREIN INVOLVED ARE CONSIDERED TO BE BOUND BY INTERNATIONAL STANDARD OF NON-CIRCUMVENTION/NON-DISCLOSURE AS GOVERNED BY THE INTERNATIONAL CHAMBER OF COMMERCE, AND IF SUBJECT TO LITIGATION, TO THE LAWS OF THE INVOLVED COUNTRIES. PARTIES TO THIS DOA ARE INDEPENDENT CONTRACTORS AND ALL CONTEMPLATED PAYMENTS AND/OR DISTRIBUTIONS HEREUNDER ARE DIVIDED INTERESTS. ALL TAXES, FEDERAL, STATE OR OTHER, ARE THE INDEPENDENT RESPONSIBILITY OF EACH OF THE PARTIES HERETO. REPORTING OF INCOME AND THE PAYMENT OF ANY RELATED TAXES IS THE SOLE RESPONSIBILITY OF THE PARTIES INDIVIDUALLY. THIS DOA WILL BECOME AN INTEGRAL PART AND INCLUDED WITHIN THE DOA CONTRACT IDENTIFIED WITH TRANSACTION CODE: XXXXXXXXXXXXX, PROVIDER CODE: XXXXXXXXXXXXX, AND BUYER CODE: XXXXXXX AS SOON AS THE CONTRACT BECOMES VALID AND SIGNED. IF NO TRANSACTION IS COMPLETED UNDER THE AFORESAID TRANSACTION, COLLECTIVELY, THEN NO OBLIGATION TO THE BENEFICIARIES/CONSULTANTS AND ANY OTHER PARTIES UNDER THIS DOA IS ESTABLISHED. THE RECEIPT OF THIS DOA CONSTITUTES ACKNOWLEDGEMENT ON THE PART OF RECIPIENTS HEREOF THAT THE TRANSACTIONS HEREIN ARE NOT TO BE IN VIOLATION OF EXISTING REGULATIONS AND LAWS AND ALL PARTIES HEREIN ARE BOUND TO OBEY AND BE IN COMPLIANCE WITH ALL REGULATIONS AND LAWS AS RELATED TO THE TRANSACTIONS HEREIN. THE SIGNATORY HEREOF AVERS AND CONFIRMS THAT HE HAS THE POWER AND AUTHORITY TO EXECUTE THIS IRREVOCABLE FEE AGREEMENT AND PAY ORDER. WE AGREE TO THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY

CONFIRMED & SIGNED ON DAY XXXXXXXXXXX 2023;

**FOR & ON BEHALF OF BUYER/PAYOR:**

NAME :

TITLE :

NATIONALITY :

PASSPORT :

ISSUE DATE :

EXPIRY DATE :

**CLIENT INFORMATION SHEET**

IN ACCORDANCE WITH ARTICLES (2) THROUGH (5) OF THE DUE DILIGENCE CONVENTION AND THE FEDERAL BAKING COMMISSION CIRCULAR OF DECEMBER 1998, CONCERNING THE PRVENTION OF MONEYLAUNDERING, AND ARTICLE 350 OF THE SWISS CRIMINAL CODE, THE FOLLOWING INFORMATION MAY BE SUPPLIED TO BANK AND / OR OTHER FINANCIAL INSTITUTIONS FOR THE PURPOSE OF VERIFICATION OF IDENTITY AND ACTIVITIES OF THE INVESTING MEMBER, AND THE NATURE AND ORIGIN OF THE FUNDS THAT ARE TO BE UTILIZED. ALL PARTIES HEVE AN OBLIGATION TO RESPECT PROFESSIONAL SECRECY AND TO TAKE ALL APPROPRIATE PRECAUTIONS TO PROTECT THE CONFIDENTIALITY OF THE INFORMATION EACH HOLDS IN RESPECT OF THE OTHER’S ACTIVITIES. THIS LEGAL OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT AT ALL TIMES.

|  |  |
| --- | --- |
| **CLIENT NAME (SINGNATORY):** |  |
| **CITIZENSHIP:** |  |
| **PASSPORT NUMBER:** |  |
| **PASSPORT ISSUE DATE:** |  |
| **FEDERAL ID NUMBER:** |  |
| **DATE OF BIRTH:** |  |
| **HOME ADDRESS:** |  |
| **HOME TELEPHONE NUMBER:** |  |
| **HOME FAX:** |  |
| **CELLULAR PHONE NUMBER:** |  |
| **DIRECT EMAIL ADDRESS:** |  |
| **BUSINESS NAME:** |  |
| **BUSINESS ADDRESS:** |  |
| **REGISTERED OFFICER:** |  |
| **REGISTRATION NUMBER:** |  |
| **BUSINESS PHONE NUMBER:** |  |
| **BUSINESS FAX NUMBER:** |  |
| **EMAIL ADDRESS:** |  |
| **BANK NAME:** |  |
| **BANK ADDRESS:** |  |
| **ACCOUNT NAME:** |  |
| **ACCOUNT NO:** |  |
| **SWIFT CODE:** |  |
| **BANK OFFICER NAME:** |  |
| **BANK OFFICER PHONE / FAX:** |  |
| **BANK OFFICER E-MAIL:** |  |
| **ACCOUNT SINGATORY:** |  |
| **FUNDS AVAILABLE. IN WORDS:** |  |
| **ORIGIN OF FUNDS:** |  |
| **EARNINGS FROM:** |  |
| **ARE FUNDS FREE AND CLEAR?** |  |
| **EXPLAIN AS NEEDED** |  |
| **LAWYER NAME:** |  |
| **LAWYER S PHONE NUMBER:** |  |
| **LAWYER ADDRESS:** |  |
| **LAWYER EMAIL:** |  |
| **ACCOUNTANTS NAME:** |  |
| **ACCOUNTANTS ADDRESS:** |  |
| **ACCOUNTANTS PHONE NO:** |  |
| **ACCOUNTANTS EMAIL:** |  |

COMPANY PROFILE: DESCRIBE THE NATURE OF THE BUYING ENTITY, OWNERSHIP, DIRECTORS, COMPANY OBJECTIVES IN THE SPACE BELOW.

I, HEREBY SWEAR, UNDER PENALTY OF PERJURY, THE INFORMATION GIVEN ABOVE IS ACCURATE AND TRUE. THIS CLIENT INFORMATION SHEET CREATED AND SIGNED ON **5thMARCH 2023**

FOR AND ON BEHALF OF: XXXXXXXXX

AFFIRMATION:

I HEREBY SWEAR UNDER THE FULL PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS BOTH TRUE AND ACCURATE. I AM IN CONTROL OF THE ASSETS STATED ABOVE, AND HAVE SIGNATORY AUTHORITY ON THE AFOREMENTIONED BANK ACCOUNT AND HAVE FULL AUTHORITY TO EXECUTE ALL CONTRACTS AND AGREEMENTS RELATING TO PLEADING THE ASSETS FOR A LOAN. THE FUNDS ARE IN FULL COMPLIANCE WITH THE ANTI-MONEY LAUNDERING POLICIES SET FORTH BY THE FINANCIAL ACTION TASK FORCE (FATF) 6/01.

DECLARATION: I, MR., XXXXXXXXXXXXXXXXXX HEREBY SWEAR UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IS BOTH TRUE AND ACCURATE. I AM THE SIGNATORY ON THE AFOREMENTIONED BANK ACCOUNT. ALL MONIES ENGAGED IN THIS TRANSACTION ARE DERIVED FROM NON-CRIMINAL ORIGIN; AND, ARE GOOD, CLEAN AND CLEARED. THE ORIGIN OF FUNDS ARE IN COMPLIANCE WITH ANTI-MONEY-LAUNDERING POLICIES AS SET FORTH BY THE FINANCIAL ACTION TASK FORCE (FATF) 6/01

**AGREED & SIGN THIS xxx MARCH 2023; FOR & ON BEHALF OF BUYER**

NAME :

TITLE :

NATIONALITY :

PASSPORT :

ISSUE DATE :

EXPIRY DATE :

ISSUE PALCE :

**LETTER OF ACCEPTANCE OF TERMS & PROCEDURE**

**TO: ISUING BANK NAME AND ADDRESS**

**DATE:**

**RE: LETTER OF ACCEPTANCE OF TERMS AND PROCEDURE FOR TRANSACTION NO:……………………………………**

DEAR SIR,

I MR **XXXXXXXXXX** AUTHORISED SIGNATORY OF **XXXXXXXXXX**  **XXXXXXXXXX** WITH INTERNATIONAL PASSPORT NUMBER: **XXXXXXXXXX** ISSUED BY **XXXXXXXXXX** DO HEREBY CONFIRM WITH FULL RESPONSIBILITY THAT WE HAVE ACCEPTED THE COMPLETE STEP BY STEP TRANSACTION PROCEDURE AND TERMS INDICATED IN PAGES, 1, 2 AND 3 OF THIS DOA. WE DO HEREBY CONFIRM AND GUARANTEE THAT WE SHALL ABIDE BY THE TERMS AND PROCEDURE OF THIS CONTRACT AND WILL FOLLOW THE STEP-BY-STEP PROCESS TO ENABLE THE SELLER TO CLOSE THE TRANSACTION AND DELIVER THE INSTRUMENT TO OUR BANK ACCOUNT. I, MR. **XXXXXXXXXX** REPRESENTING: **XXXXXXXXXX** AND ADDRESS: **XXXXXXXXXX** DO HEREBY AUTHORISE YOUR BANK TO EITHER SUSPEND, WITHDREW, CANCEL OR TERMINATE THIS CONTRACT AGREEMENT / TRANSACTION NUMBER: ----------------------------------------------- FROM YOUR BANK IF THERE IS ANY REPORTED CASE OF OUR ABUSE OF THE TERMS AND PROCEDURE OR OUR FAILURE TO FOLLOW THE STEP-BY-STEP PROCEDURE INDICATED IN PAGES 1, 2 AND 3 OF THIS CONTRACTS.

THANKS FOR YOUR CO-OPERATION.

FOR & ON BEHALF OF **XXXXXXXX**

…………………………………………..

AUTHORISED SIGNATORY/STAMP/SEAL

SIGNATORY:

PASSPORT NO.:

ISSUING AUTHORITY:

EXPIRING DATE:

**RESOLUTION OF THE BOARD OF DIRECTORS**

I, **XXXXXXXXXX** **AS** DIRECTOR AND AUTHORIZED SIGNATORY OF **XXXXXXXXXX** **HEREBY** CONFIRM THAT I HAVE REQUESTED OF YOU AND YOUR ORGANIZATION, SPECIFIC CONFIDENTIAL INFORMATION AND DOCUMENTATION ON BEHALF OF US REGARDING CURRENTLY AVAILABLE PROJECT FUNDING TO SERVE ONLY OUR INTEREST, EDUCATION, AND NOT FOR FURTHER DISTRIBUTION.

A QUORUM OF DIRECTORS OF **XXXXXXXXXX** (HEREINAFTER CALLED THE "COMPANY") WITH ITS ADDRESS AT **XXXXXXXXXX,** ATTENDED IN PERSON OR BY TELEPHONE/VIDEO CONFERENCE A BOARD OF DIRECTORS MEETING WHICH WAS DULY NOTICED AND HELD **ON xx NOVEMBER, 2023** A DETAILED DISCUSSION REGARDING VARIOUS ISSUES AND ASPECTS OF THIS TRANSACTION WAS HELD TO THE FULL SATISFACTION OF THE BOARD MEMBERS AND THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED:

RESOLUTION:

IT IS RESOLVED THAT **XXXXXXXXXX** AS COMPANY’S OFFICE IN **XXXXXXXXXX** AND AUTHORIZED REPRESENTATIVE/SIGNATORY OF THE COMPANY, TO ENTER INTO THIS TRANSACTION INVOLVING THE ASSIGNMENT OF BANK DEBENTURES AND OTHER BANK INSTRUMENTS.

RESOLUTION:

IT IS RESOLVED THAT **XXXXXXXXXX** AS (DIRECTOR) AND AUTHORIZED SIGNATORY OF THE COMPANY, TO ARRANGE THE LEASING OF BANK INSTRUMENTS, IN THE AMOUNT OF **EURO ONE HUNDREED MILLION – (“Client to fill” - 100,000,000.00).**

RESOLUTION:

IT IS RESOLVED THAT **XXXXXXXXXX** AS PRESIDENT AND AUTHORIZED SIGNATORY OF **XXXXXXXXXX** BE ASSIGNED FULL AUTHORITY TO INSTRUCT, ARRANGE, MONITOR, EXECUTE, MANAGE AND SIGN ALL PAPERWORK, AGREEMENTS, CONTRACTS AND ALL DOCUMENTATION AS MAY BE NECESSARY WITH THIRD PARTIES, PERTINENT TO THIS TRANSACTIONS INVOLVING THE LEASING OF BANK INSTRUMENTS.

IT IS FURTHER RESOLVED AT THIS MEETING OF THE BOARD OF DIRECTORS THAT **XXXXXXXXXX** IS HEREBY AUTHORIZED TO PAY/DISTRIBUTE ON BEHALF OF **XXXXXXXXXX** ANY AND ALL TRANSACTION RELATED FEES AND ENTITLEMENTS TO ANY BANKS, TRADING ENTITIES, PROGRAM MANAGERS, FACILITATORS, LAWYERS AND OTHER INVOLVED PERSONS AND COMPANIES OF HIS CHOICE, AS HE MAY DEEM APPROPRIATE AND AT HIS ABSOLUTE DISCRETION, ON BEHALF OF  **XXXXXXXXXX.**

THAT **XXXXXXXXXX** AS THE (DIRECTOR) OF THE COMPANY, IS HEREBY AUTHORIZED TO CERTIFY THAT THE FOREGOING RESOLUTIONS AND PROVISIONS THEREOF ARE IN CONFORMITY WITH THE CHARTER, BYLAWS AND ARTICLES OF INCORPORATION OF THE COMPANY, AND THAT THE FOREGOING RESOLUTION AND THE AUTHORITY THEREBY CONVEYED SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE PURPOSES SET FORTH HEREIN ARE ACCOMPLISHED.

IT IS FURTHER CERTIFIED THAT THE FOREGOING RESOLUTIONS HAVE NEVER BEEN MODIFIED OR AMENDED AND ARE NOW IN FULL FORCE AND EFFECT. THE ABOVE-NAMED REPRESENTATIVE OF THE COMPANY HAS BEEN DULY ELECTED AND APPOINTED TO HOLD OFFICE, THE REPRESENTATIVE IS PRESENTLY HOLDING OFFICE, AND IS EMPOWERED TO ACT FOR AND ON BEHALF OF THE COMPANY. THIS FAX OR EMAIL COPY OF THE BOARD RESOLUTION SHALL BE OF EQUAL VALUE AND EFFECT TO THE ORIGINAL, AND SHALL BE ACCEPTED AS SUCH BY EVERYONE, FOR ALL PURPOSES, EVERYWHERE.

THE ABOVE MOTIONS AND RESOLUTIONS WERE DULY MADE, SECONDED AND UNANIMOUSLY PASSED AND CARRIED OUT AT THE COMPLETION OF THIS MEETING.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HAND AND SEAL OF THE COMPANY IN OUR OWN FREE WILL AND ACT, IN CERTIFICATION OF THE ABOVE RESOLUTIONS AND PROVISIONS ON THIS......................... .

FOR AND ON BEHALF OF THE COMPANY **XXXXXXXXXX.**

**OR**

ALL OF THE DIRECTORS OF **XXXXXXXXXX** BELOW LISTED WERE IN ATTENDANCE, IN PERSON OR BY TELEPHONE CONFERENCE. GENERAL DISCUSSION WAS THEN HELD CONCERNING THE ISSUE, AND ALL ASPECTS OF THE SAME, WERE FULLY EXPLAINED IN DETAIL TO THE SATISFACTION OF THE BOARD MEMBERS.

**DIRECTOR NAME/TITLE:**

**PASSPORT NO.**

**DIRECTOR NAME/TITLE:**

**PASSPORT NO.**

THE BOARD OF DIRECTORS OF **XXXXXXXXXX.**

AN INTERNATIONAL BUSINESS COMPANY INCORPORATED IN **XXXXXXXXXX**, WITH REGISTERED OFFICES AT XXXXXXXXXX IN A MEETING HELD ON THIS DAY XX NOVEMBER, 2022 ADOPTED THE FOLLOWING RESOLUTIONS.

**RESOLUTION 1:**

IT IS RESOLVED THAT THE BOARD OF DIRECTORS OF **XXXXXXXXXX** HEREBY APPOINTS AND AUTHORIZES ITS **XXXXXXXXXX** WITH PASSPORT NUMBER **XXXXXXXXXX** OUR MANAGING MEMBER TO ACT WITH FULL AUTHORITY ON OUR BEHALF, STAY AND NAME, TO INSTRUCT, NEGOTIATE, ARRANGE, MONITOR, EXECUTE, MANAGE AND SIGN ANY AND ALL AGREEMENTS AND/OR NECESSARY CONTRACTS WITH THIRD PARTIES PERTINENT TO ALL FINANCIAL TRANSACTIONS WITH BANK INSTRUMENTS (SECURITIES/DERIVATIVES)

**RESOLUTION 2:**

IT IS RESOLVED THAT AT THIS MEETING OF THE BOARD OF DIRECTORS THAT OUR MANAGING MEMBER AND IN FACT **XXXXXXXXXX** A**CTS AS SIGNATORY** WITH REGARDS TO THE AFORESAID FINANCIAL INVESTMENT.

**RESOLUTION 3:**

IT IS RESOLVED THAT **XXXXXXXXXX** IS HEREBY AUTHORIZED TO ACT AS OUR FINANCIAL DIRECTOR FOR THE AFORESAID PURPOSE.

**RESOLUTION 4:**

IT IS RESOLVED THE BOARD OF DIRECTORS OF **XXXXXXXXXX** **HEREBY** AUTHORIZED **XXXXXXXXXX** TO ASSUME ALL AUTHORITY, POWERS, DUTIES, SIGNATORY RIGHTS AND RESPONSIBILITIES ON OUR BEHALF.

I, **XXXXXXXXXX,** HEREBY SWEAR UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE AND TRUE AS OF THIS DATE:

CONFIRMED & SIGNED ON **XX/MARCH/2023**; **FOR & ON BEHALF OF BUYER:**

\_

NAME : **MR NAME :**

TITLE : PRESIDENT TITLE : SECRETARY

NATIONALITY : NATIONALITY:

PASSPORT : PASSPORT :

ISSUE DATE : ISSUE DATE :

EXPIRY DATE : EXPIRY DATE:

**CONDITIONS**

THIS DOA IS A FULL RECOURSE COMMERCIAL COMMITMENT GOVERNED BY THE LAWS OF THE JURISDICTIONS IN WHICH BOTH/ALL THE PARTIES RESIDE AND STANDARDS UNDER ICC REGULATIONS. THE FORCE MAJEURE EXCEPTION CLAUSE OF THE INTERNATIONAL CHAMBER OF COMMERCE (I.C.C. PUBLICATION #421) AND NON-CIRCUNVENTION AND NON-ELUSION & WORKING AGREEMENT, IS HEREBY INCORPORATED IN AND MADE AN INTEGRAL PART OF THIS DOCUMENT. ALL THE PARTIES HEREBY AFFIRM AND ATTEST THAT EACH HAS THE AUTHORITY TO ACCEPT AND EXECUTE THIS FULL LEGAL CONTRACT AND TO BE BOUND BY ITS TERMS AND CONDITION. THIS TRANSACTION CONSTITUTES SBLC CREDIT FACILITY OF A BANK INSTRUMENT, CONDUCTED BETWEEN TWO (2) PRINCIPAL ENTITIES TO BE DEFINED BY CONTRACT AND AS SUCH, IS NOT INTENDED TO BE NOR SHALL BE INTERPRETED AS A SECURITIES TRANSACTION AS DEFINED BY THE U.S. SECURITIES ACT OF 1933/1934 OR AS AMENDED BY LAW OR ANY OTHER NATION. BY SIGNING THIS DOA, ALL THE PARTIES, SBLC ISSUER BANK, BUYER BANK, BUYER AND SELLER AGREE UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITIONS STATED WITHIN THIS DOA.

**SIGNED THIS DATE 5TH MARCH 2023; CONFIRMED & SIGNED.**

FOR & ON BEHALF OF BUYER**: XXXXXXXXXX**

TITLE :

NATIONALITY:

PASSPORT :

ISSUE DATE :

EXPIRY DATE :

**STATEMENT OF NON-SOLICITATION OF FUNDS**

DATE…………………………………………..

I, XXXXXXXXXXXXXXX AS CEO AND AUTHORIZED SIGNATORY OF XXXXXXXXXXXXX, DO HEREBY CONFIRM THAT I HAVE REQUESTED OF YOU AND YOUR ORGANIZATION, SPECIFIC CONFIDENTIAL INFORMATION AND DOCUMENTATION ON BEHALF OF US REGARDING CURRENTLY AVAILABLE PROJECT FUNDING TO SERVE ONLY OUR INTEREST, EDUCATION, AND NOT FOR FURTHER DISTRIBUTION. I HEREBY AGREE THAT ALL INFORMATION RECEIVED FORM YOU IS IN DIRECT RESPONSE TO OUR REQUEST, AND IS NOT IN ANY WAY CONSIDERED OR INTENDED TO BE A SOLICITATION OF ANY SORT, OR ANY TYPE OF OFFERING, AND FOR OUR GENERAL KNOWLEDGE ONLY. I HEREBY AFFIRM UNDER PENALTY OF PERJURY, THAT I HAVE REQUESTED THIS INFORMATION FROM YOU AND YOUR ORGANIZATION OF OUR CHOICE AND FREE WILL AND FURTHER, AND THAT YOU HAVE NOT SOLICITED US IN ANY WAY. I HEREBY REPRESENT THAT I AM NOT AN INFORMANT, NOR AM I ASSOCIATED WITH ANY GOVERNMENT AGENCY OF THE UNITED STATES OF AMERICA, OR ANY OTHER COUNTRY, SUCH AS THE SECRET SERVICE, INTERNAL REVENUE SERVICE, FEDERAL BUREAU OF INVESTIGATION, CENTRAL INTELLIGENCE AGENCY, SECURITIES AND EXCHANGE COMMISSION, BANKING COMMISSION, NOR ANY AGENCY WHOSE PURPOSE IS TO GATHER INFORMATION REGARDING SUCH OFFERINGS.  I UNDERSTAND FROM YOU THAT THE CONTEMPLATED TRANSACTION IS STRICTLY ONE OF PRIVATE PLACEMENT, AND IS IN NO WAY RELYING UPON, OR RELATING TO, THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR RELATED REGULATIONS, AND DOES NOT INVOLVE THE SALE OF SECURITIES.  FURTHER, I HEREBY DECLARE THAT YOU HAVE DISCLOSED THAT YOU ARE NOT A LICENSED SECURITY TRADER, ATTORNEY, BANK OFFICER, CERTIFIED PUBLIC ACCOUNTANT OR FINANCIAL PLANNER. ANY INFORMATION, WORK OR SERVICE CONDUCTED HEREUNDER IS THAT OF A PRIVATE INDIVIDUAL AND THAT THIS IS A PROJECT FUNDING TRANSACTION THAT IS EXEMPT FROM THE SECURITIES ACT AND NOT INTENDED FOR THE GENERAL PUBLIC BUT PRIVATE USE ONLY. THE E-MAIL TRANSMISSION OF THIS DOCUMENT SHALL BE CONSIDERED A BINDING AND ENFORCEABLE INSTRUMENT, TREATED AS ORIGINAL COPY.  ORIGINAL MAY BE OBTAINED UPON REQUEST.

**CONFIRMED & SIGNED ON XX/MARCH/2023; FOR & ON BEHALF OF BUYER:**

**TITLE :**

**NATIONALITY :**

**PASSPORT :**

**ISSUE DATE :**

**EXPIRY DATE :**

**NON-CIRCUMVENTION & NON-DISCLOSURE**

ALL PARTIES DO HEREIN AGREE THAT THE NON-CIRCUMVENTION AND NON-DISCLOSURE RULES (NCND) OF ALL ISSUES FROM THE ICC 458 APPLY TO THIS TRANSACTION FOR A PERIOD OF (5) YEARS FROM DATE OF EXECUTION OF THIS AGREEMENT BY THE UNDERSIGNED, HIS OR HER ASSIGNS, AGENTS AND/OR HEIRS. THIS NCND ALSO APPLIES TO ANY AND ALL OTHER TRANSACTIONS DIRECT OR INDIRECT INITIATED BY THESE INTERMEDIARIES. THE UNDERSIGNED AGREES THAT THIS FEE PROTECTION IS ASSIGNABLE AND TRANSFERABLE TO THE BENEFICIARIES, DESIGNS, HEIRS & ASSIGNS UPON WRITTEN NOTICE OF ALL PARTIES AND SHALL NOT BE AMENDED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PARTIES. IF NO CONTRACT IS CONSUMMATED, THIS FEE PROTECTION AGREEMENT IS NULL AND VOID IN ITS ENTIRETY. ALL DISCLOSED BANKING INFORMATION SHALL BE STRICTLY CONFIDENTIAL. NO COMMUNICATION BETWEEN BANKING OFFICERS. OTHER THAN TRANSMISSION BY SWIFT WIRE TRANSFER AND ANY OTHER TRANSMISSION SPECIFICALLY AUTHORIZED BY THE BENEFICIARIES, IS PERMITTED. ALL COMMUNICATIONS SHALL CLEARLY REFERENCE THE TRANSACTION CODE, PROVIDER CODE AND BUYER CODE REFERRED TO HEREIN. SHOULD A CONTRACT BE SIGNED BETWEEN, A BANKS ENDORSED CORPORATE PAY ORDER WILL BE ISSUED TO THE PAYMASTER OF EACH GROUP, FOLLOWED BY A SWIFT WIRE TRANSFER TO THE PAYMASTER'S ACCOUNT, WHEN PAYMENT FOR THE SBLC IS COMPLETED. AN EXECUTED EMAIL COPY SHALL BE DEEMED TO BE AS AN ORIGINAL AGREED AND SIGNED THIS DAY xx/xx/2022.

**CONFIRMED & SIGNED ON XX/MARCH/2023;** FOR & ON BEHALF OF BUYER:

TITLE :

NATIONALITY :

PASSPORT :

ISSUE DATE :

EXPIRY DATE :

**PROVIDER PASSPORT COLOUR COPY**

**PROVIDER CO. INCORPORATION CERTIFICATE COPY**

**BUYER PASSPORT COLOUR COPY**

**BUYER CO. INCORPORATION CERTIFICATE COPY**