DEED OF AGREEMENT

THIS DEED OF AGREEMENT (HEREINAFTER REFERRED TO AS “AGREEMENT”) IS EXECUTED WITHOUT PREJUDICE OR CONFLICT OF INTEREST, DULY UNDERSTOOD AND SIGNED BY BOTH PARTIES ACTING AT THEIR OWN ACCORD ON 13/03/2023BY AND BETWEEN:

|  |  |
| --- | --- |
| COMPANY NAME |  |
| ADDRESS |  |
| COMPANY REGISTRATION |  |
| REPRESENTED BY |  |
| PASSPORT NUMBER |  |
| TELEPHONE |  |
| E-MAIL |  |

HEREIN NAMED AS "**PROVIDER/LESSOR**", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW THAT WE ARE READY, WILLING AND ABLE TO DELIVER FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND CONDITIONS DESCRIBED BELOW, BASED ON GOOD, CLEAN, CLEAR UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN;

**AND**

|  |  |
| --- | --- |
| COMPANY NAME |  |
| ADDRESS |  |
| COMPANY REGISTRATION |  |
| REPRESENTED BY |  |
| PASSPORT NUMBER |  |
| TELEPHONE |  |
| E-MAIL |  |

HEREIN NAMED AS "**BENEFICIARY/LESSEE/RECEIVER**", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW, THAT WE ARE READY, WILLING AND ABLE TO FUND AGAINST FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND 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**

|  |  |  |
| --- | --- | --- |
| 1 | Instrument | **STANDBY LETTER OF CREDIT (SBLC) CASH BACKED** |
| 2 | term | **OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED** |
| 3 | Issuing Bank | **hsbc BANK / barclays BANK / deutsche bank**  |
| 4 | Age /Currency | **One (1) year and one (1) day -Fresh Cut / EURO**  |
| 5 | LEASE FEE | **TEN Percent (10% of LEASE) plus Two Percent (2%)** |
| 6 | Intermediary Fees | **2% ON face value (1% provider Side & 1% receiver Side)** |
| 7 | Contract amount  | **EURO ONE HUNDRED MILLION (€ 100,000,000.00) plus R&E** |
| 8 | TRANCHES | **EURO ONE HUNDRED MILLION (€ 100,000,000.00) ONE TRANCHE** |
| 9 | Delivery | **DELIVERED BY ISSUING BANK, BANK PAYMENT UNDERTAKING (“BPU”) (EXHIBIT C) ISSUING BANK TO ISSUE MT-760 PROVIDER TO SEND SWIFT COPIES OF THE MT-799 AND MT-760 TO THE Beneficiary/lessee AS SOON AS THEY ARE SENT PAYMENT FOR THE SBLC TO BE REMITTED WITHIN ten (10) BANKING DAYS UPON VERIFICATION AND CONSOLIDATION OF THE MT-760. Hard Copy to follow by bank bonded courier within TEN (10) banking days after authentication of payment** |
| 10 | Payment | **SWIFT MT103/202** |
| 11 | Hard Copy | **Bonded Courier within TEN banking days.** |
| 12 | PERIOD OF LEASE | **One year and One day (with possible renewed annually up to five years)** |

I**, MR. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** C.E.O.,HOLDER PASSPORT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_, 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**, Beneficiary/LESSEE desires to receive a collateral facility from Provider, in form of **SBLC** 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 Beneficiary’s application for the collateral facility, in form of **SBLC** BY issuing and transferring to the Beneficiary 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**, Beneficiary/LESSEE has agreed to receive instrument(s) and Provider has agreed to issue/deliver said instruments based on the following terms and conditions:

**TRANSACTION PROCEDURE: leaSING**

**1.** lessee senD to PROVIDER THIS DOA WITH ALL DOCUMENTS FOR DUE DILIGENCE AND COMPLIANCE (FULLY FILLED OUT WITH ALL REQUIRED BANK DATA, SIGNED AND SEALED) AND WITHIN 3-5 BANKING DAYS PROVIDER CONFIRMS CONPLIANCE AND DUE DILIGENCE TO RETURN THE CONFIRMED CONTRACT.

**2.** within FIVE (5) banking days, Receiving Bank of LESSEE will issue RWA VIA secure bank e-mail or SWIFT MT199/799 *(exhibit a)* to DESIGNED Bank BY PROVIDER AND send COURTESY copy SWIFT MESSAGE TO PROVIDER within 24 BANKING hours. **Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - SWIFT CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bank Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Chief Compliance Officer)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_- COURTESY COPY: xxxxxxxxxxxxxxxxxxxxxxx**

ONCE RECEIVED BANKING E-MAIL, AND VERIFIED BY PROVIDER’S COMPLIANCE BANK, PROVIDER COUNTER sign DOA and return to lessee, which hereby automatically becomes a full recourse commercial contract after the PROVIDER has accepted / countersigned the RECEIVER’s application.

**3.** within five (5) banking days, Issuing Bank of the PROVIDER will issue an MT-799 Pre-Advice (Exhibit B) confirming that they are ready, willing and able to issue as per the format set out in Exhibit D. PROVIDER sends copy of the MT-799 Pre-Advice to the Beneficiary/LESSEE withiN 24 BANKING hours.

**4.** Within FIVE (5) banking days of the receipt of the PROVIDER’s MT-799 Pre-Advice, the Receiving Bank will send by **SWIFT MT-799 the BPU** (Exhibit C) confirming receipt and ability to pay the total amount up **to 12% (10% + 2%)** of the total face the instrument which will include all Consultancy Fees.

**5.** Within Five (5) banking days of PROVIDER receiving BPU from the Receiving BANK, Issuing Bank shall issue SWIFT MT-760 (Exhibit D) & PROVIDER will simultaneously issue its corporate invoice for the same.

**6.** The Receiving Bank will receive, confirm and verify the SWIFT MT-760 SBLC. The RECEIVER, within TEN (10) banking days OF MT760 RECEPTION, will remit payment to the PROVIDER’s designated account(s) the ASSIGNEMENT Fees and the Consultancy Fess to the Intermediaries’ designated account(s).

**7.** Should Beneficiary/LESSEE default in paying LEASE Fees and TransactioN Fees as stipulated in this DOA within stipulated time after receipt of Swift MT-760, PROVIDER shall instruct Issuing Bank to put a claim on SBLC thereby forcing Receiving Bank to return the Swift MT-760 SBLC to the Issuing Bank.

8. Within TEN (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.

**9.** UPON SUCCESSFUL COMPLETION FIRST TRANCHE, AS MUTUALLY AGREED BY BOTH PARTIES, BEGINNING WITH PROCEDURE NEXT TRANCHES; PROVIDER WILL ISSUE SWIFT MT760 IN FAVOR OF BENEFICIARY ACCORDING THIS DOA.

**10.** THIS DOA IS A FULL RECOURSE COMMERCIAL COMMITMENT GOVERNED BY THE LAW OF THE UNITED KINGDOM AND STANDARDS UNDER ICC REGULATION.

**SANCTIONS (NON-PERFORMANCE)**

AFTER THIS CONTRACT IS SIGNED BY BOTH PROVIDER AND Beneficiary/LESSEE, 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 2% OF THE CONTRACT VALUE TO THE PRINCIPAL SUFFERING PARTY.

**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(S) 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 transaction BETWEEN 2 ENTITIES & IS NOT TO BE CONSTRUED AS AN OFFER OF FUNDS OR A SALE/lease OF SECURITIES AS DEFINED IN THE US SECURITIES ACT OF 1933/34

**RECEIVER/LESSEE OBLIGATION:**

Beneficiary/LESSEE, 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 LOI and/or other agreements and documents with the Provider. Beneficiary/LESSEE further confirms that the PROVIDER IS authorized to verify the funds of each tranche of the Contract with his bank, if necessary. In the event of unsatisfactory verification, the transaction will be suspended immediately and Receiver is in breach of the Contract and liable for legal consequences.

**PROVIDER OBLIGATION:**

Beneficiary/LESSEE 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 LOI. The Provider further confirms to deliver the instruments, to negotiate and make proper arrangement with Provider to continuously supply the instruments until the whole contracted volume is exhausted. Without expressed written permission, neither party shall contact bank of the other party. Both parties may change banking coordinates with written notice to other party.

**NON-SOLICITATION**

Beneficiary/LESSEE hereby confirms and declares that Provider, its associates or representatives or any person or persons on its behalf has/have never ever solicited STANDBY LETTER OF CREDIT., 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 agreement 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 agreement 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 agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement & understanding concerning subject matter hereof & supersedes & replaces all prior negotiations and proposed agreements, written or oral Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement 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 agreement the prevailing party shall be entitles to recover reasonably attorney fees and costs. All electronic signatures (fax/email), including those in counter-part, in regard to this contract shall be accepted as original signatures. The Parties agree that this Agreement 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 Agreement having set their hands and seals and initial on each page of this Agreement as of the date first above written

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

**BANKING INFORMATION**

**PROVIDER’S BANKING COORDINATES TO ISSUE MT799 & MT760 SBLC**

|  |  |
| --- | --- |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NO. / IBAN |  |
| SWIFT CODE |  |
| BANK OFFICER / E-MAIL |  |
| BANK PHONE / FAX |  |

**PROVIDER’S BANKING COORDINATES FOR RECEIVING PAYMENT 10 % OF FACE VALUE :**

|  |  |
| --- | --- |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| SWIFT CODE |  |
| ACCOUNT NO. / IBAN |  |
| BANK OFFICER / E-MAIL |  |
| BANK PHONE / FAX |  |

**LESSEE’S BANKING COORDINATES TO SEND RWA, FOR ISSUE AND SEND SWIFT MT799 UNCONDITIONAL BANK PAYMENT UNDERTAKING & FOR TO RECEIVE MT760 SBLC AND TO PAYMENT OF 12% ON FACE VALUE**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NAME** |  |
| **ACCOUNT NO. / IBAN** |  |
| **SWIFT CODE**  |  |
| **Account Signatory** |  |
| **Bank OFFICER / E-MAIL** |  |
| **bank PHONE / FAX** |  |

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 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 TRANSACTION/AGREEMENT.

**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 Agreement is considered void and enforceable, the whole Agreement 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 Agreement.

**AGREEMENT EXECUTION**

Each party to this Agreement represent that it has Full Legal Authority to execute this Agreement and that each party agrees to be bound by Terms and Conditions set forth herein each Party agrees that this Agreement may be executed simultaneously by and between Parties via Email or Facsimile Transmission which should be deemed as Original. All statements made by either party are under penalty of perjury.

**FOR AND ON BEHALF OF PROVIDER: FOR AND ON BEHALF OF BENEFICIARY/LESSEE:**

NAME :  NAME :

TITLE : Chief Executive Officer TITLE :

PASSPORT NO. : PASSPORT # :

ISSUE DATE : ISSUE DATE :

EXPIRY DATE : EXPIRY DATE :

NATIONALITY: NATIONALITY:

**EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement 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.

NEXT PAGES EXHIBITS AND ANNEXES

**“EXHIBIT A”**

**BANK’S RWA ON BANK LETTERHEAD**

**To: BENEFICIARY COMPANY NAME**

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXXX

ATTENTION: XXXXXXXXXXXXXXX

In accordance with instructions received, we (\_\_\_ RECEIVING BANK NAME \_\_\_) located at (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FULL BANKING ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_) on behalf of our client (\_\_\_ BENEFICIARY COMPANY NAME \_\_\_), with account number \_\_\_\_\_\_\_\_\_\_\_, whose representative and signatory is Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby irrevocably confirm that he has a **Credit Line/ Credit Facilities** with us.

We are ready willing and able to utilize your issued SBLC using SWIFT System delivery protocol in the amount of € 000,000,000.00 ( \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HUNDRED MILLION EURO) against your credit facilitate. We further confirm that the said cost of issuance of the SBLC using the agreed delivery protocol will be paid within Three (3) banking days.

The funds to be transferred / wired are good, clean and cleared funds of non-criminal origin from a legal source.

For and on behalf of (\_\_\_ RECEIVING BANK NAME & FULL BANK ADDRESS \_\_\_)

-----------------------

1. BANK OFFICER NAME:

TITLE: (BANK SEAL)

ID PIN:

PHONE NUMBER:

BANKING EMAIL:

-----------------------

2. BANK OFFICER NAME:

TITLE: (BANK SEAL)

ID PIN:

PHONE NUMBER:

BANKING EMAIL:

**“EXHIBIT B”**

**FORMAT OF THE PROVIDER’S PRE-ADVICE VIA MT-799**

‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐SWIFT MESSAGE TEXT‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐-----------------------

 SUBJECT: CASH-BACKED SBLC UNDER ICC FORMAT 600

AMOUNT:

 **BENEFICIARY:**

 TRANSACTION CODE:

*WE XXXX(ISSUING BANK AND ADDRESS)----------, ON BEHALF OF OUR CLIENT, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO ISSUE AND DELIVER ONE (1) YEAR AND ONE DAY STANDBY LETTER OF CREDIT (SBLC) CASH BACKED ICC 600 FORMAT IN THE AMOUNT OF* XX*(*€X,000,000,000.00) LAWFUL CURRENCY OF THE EUROPEAN UNION *IN FAVOR OF YOUR CLIENT INVESTMENT DEVELOPMENT LIMITED, ACCOUNT NUMBER:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. MATURITY: (ONE YEAR AND ONE DAY) VIA SWIFT MT-760. THIS SWIFT MESSAGE IS VERIFIABLE ON NORMAL BANK-TO-BANK BASIS WITH FULL BANKING RESPONSIBILITY. WE FURTHER CONFIRM THAT THE SBLC IS CASH-BACKED AND IS* TRANSFERABLE *AND UNCONDITIONALLY CALLABLE UPON MATURITY. WE ALSO CONFIRMED THAT THE SOURCE OF FUNDS IS DERIVING FROM LEGITIMATE SOURCE AND WE HAVE DONE OUR INTERNAL DUE DILIGENCES ACCORDANCE TO MONEY LAUNDERING ACT. THIS FUND IS CLEAN AND CLEAR FROM ANY CRIMINAL SOURCE. PLEASE CONFIRM YOU ARE READY TO RECEIVE AND FUND THIS BANK INSTRUMENT AS PER AGREEMENT WITH OUR CUSTOMER ADVICE US THAT YOUR CLIENT HAS FULLY APPRISED YOU OF THE ARRANGEMENT. THERE WILL BE NO LIENS AND ENCUMBRANCES ON THIS INSTRUMENT WHICH SHALL BE DELIVERED AND AVAILED VIA MT760 AND EXACT SBLC SHALL BE AS BELOW:*

**---------------------------------------QUOTE----------------------------------**

WE, -------------(ISSUING BANK AND ADDRESS)----------, AT THE REQUEST OF THE ABOVE REFERENCED CLIENT, HEREBY ESTABLISH OUR IRREVOCABLE AND TRANSFERABLE STANDBY LETTER OF CREDIT IN FAVOR OF SECOND PARTY *xxxxxxxxxxxxxxxx*, IN THE AMOUNT OF XX *(*€XX,000,000,000.00) LAWFUL CURRENCY OF THE EUROPEAN UNION AVAILABLE BY DRAFT UPON PRESENTATION TO US OF THE ORIGINAL OF THIS LETTER OF CREDIT AT OUR COUNTERS ON MATURITY, BUT NOT LATER THAN FIFTEEN (15) DAYS AFTER THE MATURITY DATE.SUCH DRAFT, UNDER THIS LETTER OF CREDIT MUST BE MARKED ON ITS FACE “DRAWN UNDER (ISSUING BANK & ADDRESS), STANDBY LETTER OF CREDIT NUMBER [XXXXXXXXXXX], DATED XX/XX/2017”.

WE HEREBY AGREE WITH THE DRAWER, ENDORSER AND/OR BONA FIDE HOLDER OF THE DRAFT DRAWN UNDER, AND IN COMPLIANCE WITH, TERMS OF THE LETTER OF CREDIT, SUCH THAT DRAFT WILL BE DULY HONORED, AT ANY OF OUR COUNTERS WORLDWIDE, UPON PRESENTATION TO THE DRAWER HEREOF.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND CLEAR OF ANY DEDUCTIONS, OR CHARGES, FEES OR WITHHOLDING OF ANY NATURE, NOW OR HEREINAFTER IMPOSED, LEVIED, COLLECTED, WITH-HELD OR ASSESSED BY THE GOVERNMENT OF UNITED KINGDOM OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS LETTER OF CREDIT IS IRREVOCABLE AND TRANSFERABLE AND IS DRAWN IN ACCORDANCE WITH, AND IS SUBJECT THE “UNIFORM CUSTOMS AND PRACTICES FOR LETTER OF CREDIT” TO UCP (2007 REVISION) ICC PUBLICATION NO. 600 (UCP 600) AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF UNITED KINGDOM. THIS IS AN OPERATIVE INSTRUMENT.

FOR AND ON BEHALF OF ( **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BANK NAME & FULL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

**------------------------------------------------------------------------------**

*This pre-advise is valid for seven (7) international banking days only as an operative instrument, no mail confirmation will follow. All charges are for the account of applicant.*

BANK OFFICER: BANK OFFICER:

TITLE; PIN CODE TITLE; PIN CODE

**EXHIBIT C”** “

**FORMAT OF MT-799 BANK PAYMENT UNDERTAKING**

**TO BE COMPLETED BY BANK BEFORE SWIFT**

|  |  |  |
| --- | --- | --- |
| **SWIFT INPUT**  | **:** | **MT-799 IRREVOCABLE PAYMENT UNDERTAKING** |
| **SENDER** | **:** |  |
| **BANK NAME** | **:** |  |
| **BANK ADDRESS** | **:** |  |
| **BANK OFFICER** | **:** |  |
| **BANKER TEL** | **:** |  |
| **BANKER FAX** | **:** |  |
| **SWIFT CODE**  | **:** |  |
| **ACCOUNT NAME**  | **:** |  |
| **ACCOUNT NO** | **:** |  |
| **LESSEE** | **:** |  |
| **MR.** | **:** |  |
| **BANK OFFICER** | **:** |  |
| **TELEPHONE N°.** | **:** |  |
| **FOR CREDIT TO ACCOUNT NO** | **:** | xxxxxxxxxx  |
| **FOR THE BENEFIT OF** | **:** | Xxxxxxxxxx |

WE, XXX BANK UNDERTAKE UNDER FULL BANKING RESPONSIBILITY THAT WE ARE READY, WILLING AND ABLE TO RECEIVE AND ACCEPT THIS STANDBY LETTER OF CREDIT INSTRUMENT AND TO FUND THE AMOUNT OF XXX HUNDRED MILLION EUROS (XXX, 000,000) TO YOUR CLIENT, XXXXX, ACCOUNT NUMBER XXXXXXXX FOR TRANSFER AND CREDIT TO XXXXXXX ACCOUNT NO. XXXXXXXX UPON OUR RECEIPT OF THE CONTRACTED STANDBYLETTER OF CREDIT IN THE FACE AMOUNT OF EUROS XXXXXX MILLION (€XXX, 000,000) VIA SWIFT MT-760.

WE CONFIRM THAT PAYMENT FOR THE STANDB

Y LETTER OF CREDIT WILL BE BY WIRE TRANSFER SWIFT MT-103/202 WITHIN TEN (10) BANKING DAYS AFTER RECEPTION OF SWIFT MT-760

FOR AND ON BEHALF OF:

xxx ISSUING BANK

xxx ISSUING BANK ADDRESS

BANK OFFICER 1 BANK OFFICER 2

TITLE (PIN) TITLE (PIN)

**“EXHIBIT D”**

 **BG/SBLC Format via SWIFT MT-760**

Start Transmission-----------------------------------------------------------------------------------------------

Date: XX.XX.17 Reprint From Local Swift acks \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MTT Tome: XX: XX:XX GMT +0

SRC RTE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

DTN RTE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

MSG TYPE: 760

----------------------------INSTANCE TYPE AND TRANSMISSION-----------------------------

Notification (TRANSMISSION) : OF ORIGINAL SENT TO SWIFT/FAX/TELEX (ACK)

Network Delivery Status : NETWORK ACK

Priority : URGENT

Correspondent Input Reference : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondent Output Reference : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Swift Input : MT 760 STANDBY LETTER OF CREDIT (SBLC)

Sender :

Receiver :

----------------------------------------NARRATIVE--------------------------------------

F27 : Sequence of Total

 X/X

F20 : Transaction Reference Number

 X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

F30 : Issue Date

 XX/XX/17

 Maturity Date

 XX/XX/18

F40C : Applicable Rules

 URDG.

F77C : Details of Standby Letter of Credit (SBLC)

 SBLC NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BENEFICIARY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ADVIRTISING BANK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CURRENCY: EURO (€)

 FACE AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 LATEST DATE FOR CLAIMS: “EXPIRY DATE” ONE (1) YEAR ONE (1) DAY FROM DATE OF ISSUE

Sender’s Reference

50A: account with Institution

\*\*\* BANK NAME:

\*\*\* BANK ADDRESS:

\*\*\* ORDERING CUSTOMER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* ACCOUNT/IBAN NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* SWIFT CODE:

F57 Receiver BIC:

\*\*\* BANK NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* BANK ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* ACCOUNT/IBAN NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* ACCOUNT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* BANK OFFICER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* SWIFT CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

F79 : NARRATIVE DESCRIPTION OF ORIGINAL MESSAGE

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

BY ORDER AND FOR ACCOUNT OF \_\_ *ORDERING CUSTOMER*\_\_, WE HEREBY ESTABLISH OUR IRREVOCABLE, TRANSFERABLE, CALLABLE, ASSIGNABLE, DIVISIBLE STANDBY LETTER OF CREDIT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IN YOUR FAVOR UP TO AN AGGREGRATE PRINCIPAL AMOUNT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EURO ONLY (EURO XX0.000.000, 00)

THIS STANDBY LETTER OF CREDIT IS PAYABLE AGAIANST YOUR SIGHT DRAFT DRAWN ON US FOR THIS AMOUNT UP TO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EURO ONLY (EURO XX0.000.000,00) AND MARKED WITH THE CLAUSE “DRAWN UNDER HSBC IRREVOCABLE STANDY LETTER OF CREDIT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATED XXTH \_\_\_\_\_\_ 2017 SIGNED BY THE BENEFICIARY WORLD TEAM CAPITAL PARTNERS LIMITED ACCOUNT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS CERTIFICATE SHALL BE FINAL AND CONCLUSIVE.

THIS STANDBY LETTER OF CREDIT IS EFFECTIVE FROM XXTH \_\_\_\_\_\_\_\_ 2018 AND EXPIRES IN XXST \_\_\_\_\_ 2019 AND ALL DRAWINGS UNDER THIS STANDBY LETTER OF CREDIT MUST BE PRESENTED TO US BEFORE THE EXPIRY DATE.

WE HEREBY AGREE THAT ALL DRAFTS DRAWN ON US AND PRESENTED IN CONFORMITY WITH THE TERMS OF THIS STANDBY LETTER OF CREDIT SHALL BE DULY HONORED BY US AND WE SHALL REMIT THE PAYMENT UPON RECEIPT OF DOCUMENTS COMPLYING WITH THE CREDIT TERM AND CONDITIONS. REIMBURSEMENT UNDER THIS STANDBY LETTER OF CREDIT IS SUBJECT TO ICC 600.

THIS STANDY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS, 2007 REVISION, AND INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 AND SHALL BE GOVERNED AND CONSTRUED IN ACCEPTANCE WITH THE ENGLISH LAWS IN THE EVENT OF ANY INCONSITIANCY, THE ENGLISH LAW OF THE UNITED KINGDOM PREVAIL, IN ACCEPTING THIS STANDBY LETTER OF CREDIT, YOU HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURT OF LONDON, UNITED KINGDOM. THIS IS AN OPERATIVE INSTRUMENT AND NO MAIL OR HARD COPY WILL FOLLOW.

FOR AND ON BEHALF OF

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

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

**IRREVOCABLE CORPORATE PROTECTION AGREEMENT**

**TO: BOTH PARTIES’ CONSULTANTS DATE: März 13, 23**

**DESCRIPTION OF THE BANK INSTRUMENT**

|  |  |  |
| --- | --- | --- |
| 1 | Instrument | **STANDBY LETTER OF CREDIT (SBLC) CASH BACKED** |
| 2 | term | **OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED** |
| 3 | Issuing Bank | **hsbc BANK / barclays BANK / deutsche bank**  |
| 4 | Age /Currency | **One (1) year and one (1) day -Fresh Cut / EURO**  |
| 5 | Price | **TEN Percent (10% of LEASE) plus Two Percent (2%)** |
| 6 | Intermediary Fees | **2% ON face value (1% PROVIDER Side & 1% RECEIVER Side)** |
| 7 | Contract amount  | **EURO ONE HUNDRED MILLION EURO (€ 100,000,000.00) plus R&E** |
| 8 | TRANCHES | **EURO ONE HUNDRED MILLION (€ 100,000,000.00) ONE TRANCHE** |
|  9 | Delivery | **DELIVERED BY ISSUING BANK, BANK PAYMENT UNDERTAKING (“BPU”) (EXHIBIT C) ISSUING BANK TO ISSUE MT-760 PROVIDER TO SEND SWIFT COPIES OF THE MT-799 AND MT-760 TO THE Beneficiary/LESSEE AS SOON AS THEY ARE SENT PAYMENT FOR THE BG/SBLC TO BE REMITTED WITHIN TEN (10) BANKING DAYS UPON VERIFICATION OF THE MT-760. Hard Copy to follow by bank bonded courier within TEN (10) banking days after authentication of payment** |
| 10 | Payment | **SWIFT MT103/202** |
| 11 | Hard Copy | **Bonded Courier within TEN banking days.** |
| 12 | PERIOD OF LEASE | **One year and One day (with possible renewed annually up to five years)** |

WE, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (AS Beneficiary/LESSEE, HEREINAFTER AS “**PAYER**”), REPRESENTED BY PRESIDENT & AUTHORIZED SIGNATORY **MR. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, HOLDER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PASSPORT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WITH OFFICE ADDRESS AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 TWO PERCENT (2%) OF THE TOTAL FACE VALUE OF THE BANK INSTRUMENT. TOTAL TWO PERCENT (2%) COMMISSION FEES, ONE PERCENT (1%) FOR THE PARTY A SIDE AND ONE PERCENT (1%) FOR THE PARTY B 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’S SIDE: TOTAL ONE PERCENT (1%) TOTAL CONTRACT VALUE WITH R&E WILL BE PAID TO PAYMASTER: (CLOSED)**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NO. / IBAN** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER / EMAIL** |  |
| **BANK PHONE / FAX** |  |

**LESSEE’S SIDE : TOTAL ONE PERCENT (1%) TOTAL CONTRACT VALUE WITH R&E WILL BE PAID TO PAYMASTER:**

**BENEFICIARY’S SIDE GROUP 1 COMMISSION 1% TOTAL CONTRACT WITH R&E WILL BE PAID TO PAYMASTER: (OPEN)**

|  |  |
| --- | --- |
| **BANK NAME** | **J P MORGAN CHASE UK** |
| **BANK ADDRESS** |  |
| **ACCOUNT NO. / IBAN** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER / EMAIL** |  |
| **BANK PHONE / FAX** |  |

**BENEFICIARY’S SIDE GROUP 2 COMMISSION 0.00% TOTAL CONTRACT WITH R&E WILL BE PAID TO PAYMASTER: (OPEN)**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NO. / IBAN** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER / EMAIL** |  |
| **BANK PHONE / FAX** |  |

THIS AGREEMENT/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 AGREEMENT 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 FAX OR ELECTRONICALLY TRANSMITTED COPY OF THIS DOCUMENT SHALL BE DEEMED BINDING ON THE “PARTIES” WITH THE FORCE AS THE SIGNED ORIGINAL. THE AGREEMENT 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 PARTY B/PAYER. UPON EXECUTION OF THE AGREEMENT 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 THE PARTY B/PAYER’S BANK. PARTY B/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.

**PARTY B / PAYER’S PAYING BANK DETAILS:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NAME** |  |
| **ACCOUNT NO. / IBAN** |  |
| **ACCOUNT SIGNATORY** |  |
| **SWIFT CODE**  |  |
| **Bank OFFICER / E-MAIL** |  |
| **bank PHONE / FAX** |  |

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 AGREEMENT 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 AGREEMENT WILL BECOME AN INTEGRAL PART AND INCLUDED WITHIN LEASING AGREEMENT IDENTIFIED WITH TRANSACTION CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AS SOON AS THE CONTRACT BECOMES VALID AND SIGNED. IF NO TRANSACTION IS COMPLETED UNDER AFORESAID TRANSACTION, PROVIDER, AND LESSEE CODES COLLECTIVELY, THEN NO OBLIGATION TO THE BENEFICIARIES/CONSULTANTS AND ANY OTHER PARTIES UNDER THIS AGREEMENT IS ESTABLISHED. THE RECEIPT OF THIS DOCUMENT 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 and Signed on day März 13, 23,**

**FOR AND ON BEHALF OF LESSEE/PAYOR:**

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

Name : **Mr.**

Title :

Nationality :

Passport :

Issue Date :

Expiry Date :

 **CLIEN’T INFORMATION SHEET**

IN ACCORDANCE WITH ARTICLES TWO (2) THROUGH FIVE (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:** |
|  |
| **TRANSACTION CODE:** |
| **PROVIDER CODE:** |
| **BUYER CODE:** |
|  |
| **PROVIDER:- PAGE 20 OF BUYER:-** |
| **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:** |

**DECLARATION:** I, **MR. XXXXXXXXXXXXXXXXX**, 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 AND SIGN THIS Montag, März 13, 23, FOR AND ON BEHALF OF Beneficiary/LESSEE**

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

Name : **Mr.**

Title :

Nationality :

Passport :

Issue Date :

Expiry Date :

**RESOLUTION OF THE BOARD OF DIRECTORS**

All of the directors of **XXXXXXXXXXXXXXXXXXX**. 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 **XXXXXXXXXXXXXX** an International Business Company incorporated on XXXXXXXXXXX in XXXXXXXXXXXX, with Registered Offices a XXXXXXXXXXXXXXXXXX IN a meeting held on this day XXXXXXXXXXXXXXXXX, adopted the following resolutions.

**RESOLUTION 1:**

It is resolved that the Board of Directors of **XXXXXXXXXXXXXXXXXXXXXX** hereby appoints and authorizes its **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** with passport number **xxxxxxxxxxx issued on,** as 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 **XXXXXXXX ACTS** as **XXXXXXXXXXXXXXXXXXXX** with regards to the aforesaid financial investment.

**RESOLUTION 3:**

It is resolved that **XXXXXXXXXXXX** is hereby authorized to act as our Financial Director for the aforesaid purpose.

**RESOLUTION 4:**

It is resolved the Board of Directors of **XXXXXXXXXXXXXXXX.** hereby authorized **XXXXXXXXXXXX** to assume all authority, powers, duties, signatory rights and responsibilities on our behalf.

I, **XXXXXXXXXXXXXXX,** hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date:

Confirmed and Signed on day

lundi 13 mars 2023

**For and on behalf of Beneficiary/LESSEE:**

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

Name : **Mr. name :**

Title : President TITLE : SECRETARY

Nationality : Nationality:

Passport : pASSPORT :

Issue Date : ISSUE DATE :

Expiry Date : EXPIRY DATE:

**PROVIDER’S PASSPORT COLOUR COPY**

**PROVIDER’S CORPORATE CERTIFICATE COPY**

**LESSEE’S PASSPORT COLOUR COPY**

**LESSEE’S INCORPORATION CERTIFICATE COPY**

>>>>>>>>>>> XXX END OF DOCUMENT XXX <<<<<<<<<