**PRIVATE FINANCING AGREEMENT**

This CONTRACT is made and entered into on this day, 16. DEC 2022

|  |  |  |
| --- | --- | --- |
| PROVIDER NAME | H.I.T  |  |
|  |  |  |
| PROVIDER ADDRESS |   |  |
|   |  |
|  |  |
| REPRESENTED BY | Dr,  |  |
|  |  |  |
| PASSPORT NUMBER | RL 1943  |  |
| COUNTRY OF ISSUE | Leb  |  |
| PHONE | +  |  |
| EMAIL |   |  |

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

|  |  |  |
| --- | --- | --- |
| COMPANY NAME |  |  |
| ADDRESS |  |  |
|  |  |
|  |  |
| REGISTRATION NO. |  |  |
|  |  |  |
| REPRESENTED BY |  |  |
|  |  |  |
| POSITION |  |  |
|  |  |  |
| PHONE |  |  |
| EMAIL |  |  |

HEREIN NAMED AS THE "PARTY B OR BENEFICIARY OR RECEIVER", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW, THAT WE ARE READY, WILLING AND ABLE TO FUND AGAINST THE FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND CONDITIONS DESCRIBED BELOW WITH GOOD, CLEAN, CLEAR, UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN.

BOTH PARTIES COLLECTIVELY ARE REFERRED TO AS THE “PARTIES”.

**1. AGREEMENT**

**W**HEREAS, THE PARTY A HAS THE RESOURCES TO PROVIDE AND IS READY, WILLING AND ABLETO DELIVER THE AGREED STANDBY LETTER OF CREDIT ISSUED BY DEUTSCH BANK TO PARTY B AND IN AN INTERNATIONAL FORMAT, MEETING THE REQUIREMENTS OF THE UNIFORM CUSTOMS AND PRACTICES PUBLISHED BY INTERNATIONAL CHAMBER OF COMMERCE’S LATEST PROVISION, PARIS FRANCE (ICC), IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH, AND –

**W**HEREAS, THE PARTY B HAS THE RESOURCES TO COMMIT FOR AND IS READY, WILLING ANDABLE TO FUND AGAINST THE STANDBY LETTER OF CREDIT ISSUED BY DEUTSCH BANK Gr- FROM PARTY A AND IN AN INTERNATIONAL FORMAT, MEETING THE REQUIREMENTS OF THE UNIFORM CUSTOMS AND PRACTICES PUBLISHED BY INTERNATIONAL CHAMBER OF COMMERCE’S LATEST PROVISION, PARIS FRANCE (ICC), IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, AND-

**W**HEREAS, THE PARTIES ARE PREPARED TO CONDUCT THIS PROPOSED TRANSACTION ON ABANK-TO-BANK BASIS IN ORDER TO DEMONSTRATE IN A COMPETENT MANNER THEIR RESPECTIVE CAPACITY TO FUND AND DELIVER THE SAID BANK INSTRUMENT.

**2. CONTRACT AMOUNT**

THE TOTAL AMOUNT OF THE CONTRACT IS FIVE HUNDRED MILLION EUROS（€500,000,000.00)

**3. DESCRIPTION OF THE BANK INSTRUMENT**

|  |  |
| --- | --- |
| INSTRUMENT | **STANDBY LETTER OF CREDIT, CASH BACKED, ICC 458/758 FORMAT** |
| CURRENCY | **EURO** |
| TYPE | **FRESH CUT / NEWLY ISSUE** |
|  |  |
| TERM | **ONE YEAR AND ONE DAY** |
| ISSUING BANK | **DEUTSCH BANK GERMANY – FRANKFORT.** |
|  |  |
| CONTRACT AMOUNT | **€xxx,000,000.00 (FIVE HUNDRED MILLION EUROS) WITH R&E 4R** |
| FUNDING RATE | **28 % OF FACE VALUE / Lease 8%** |
| BROKER COMMISSION | **PAID DIRECTLY VIA FEE AGREEMENT BELLOW.** |
| TRANSACTION MODE | **BANK TO BANK** |
| MODE OF PAYMENT | **SWIFT MT-103** |
|  |  |
| DELIVERY | **MT199, MT760, MT103 AND HARD COPY BY BANK BONDED COURIER** |

1. **PROCEDURES**
	1. COMPLETE CIS ISSUED BY BOTH PARTIES, AND PASSPORT OF THE AUTHORIZED SIGNATORY OF THE COMPANY THAT WILL SIGN AND SEAL THE DOA FOR COMPLIANCE REVIEW.
	2. UPON COMPLIANCE APPROVAL, THE RECEIVER SIGNED SEPARATE EXCLUSIVE IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA) AND THEREAFTER THE PROVIDER COUNTERSIGNED DOA AND RELEASES THE COUNTERSIGNED AGREEMENT SIGNED BY THE PARTIES.
	3. WITHIN (2) BANKING DAYS UPON RECEIVING AND CONFIRMING BUYER’S SECURED EMAIL

RESPONSE OF DOA, THE PROVIDERS WILL SIGN / SUBMIT THE DOA DIRECTLY TO THE ISSUING NANK.

1. WITHIN (3) BANKING DAYS UPON RECEIVING AND CONFIRMING THE SELLER’S SWIFT MT760

INSTRUMENT, THE BUYER ISSUE AN IRREVOCABLE TRANSFERABLE CONFIRMED DIVISABLE AND CONDITIONAL BANK GUARANTEE BGMT760 MT103 TO THE PROVIDER’S ACCOUNT.

1. THE (BG) REQUIRED BY THE PROVIDER`S IS A REVENUES OF FEES/ CHARGES, BANK HANDLING, ADMENISTRATION AND CONSULTANCY AS I’TS DESIGNATED AT THE DOA.
2. THE (BG) REQUIRED BY THE PROVIDER`S IS (CONDITIONAL) THE CONDITION IS ABOUT – WHEN THE RECEIVER / BUYER`S RECEIVE THE INSTRUMENT AS MT760 – SBLC MT103 IN A RECEIVING BANK THE (BG) WILL BE PAIED AUTOMATICALY AFTER 5 BANKING DAYS.
3. THE (BG) REQUIRED BY THE PROVIDER`S WILL HAVE A PERIOD OF 3 -10 DAYS FOR VERIFICATION OF VALIDITY AND THE SOURCE OF ISSUING.
4. AFTER CONFIRMING THE CLEAN, CLEAR OF THE (BG) ISSUING BY BUYER`S. THE PROVIDERS WILL CONFIRM OFFICIALY OF ISSUING THE MT760 SBLC MT103 TO BUYER BANK.
5. IN (5) BANKING DAYS THE BANK INSTRUMENT REQUIRED BY THE BUYER`S MT760 SBLC MT 103 WILL BE SEND TO BUYERS BANK.
6. WITHIN FIVE (5) BANKING DAYS AFTER RECEIVING THE HARD COPY WILL BE SENT TO RECEIVER'S BANK BY BANK-BONDED COURIER. AND A COPY TO THE RECEIVER VIA EMAIL.

**IMPORTANCE:**

1- THE (BG) ISSUED BY THE BUYER SHALL VALUE THE SOME OF ……. MILLION EURO FOR

STABILING THE VALUE OF ….… MILLION EURO MT760 SBLC MT103 FEES/ CHARGES.

2- FOR EVERY TRANCHE THE BYER MUST ISSUE THE NEW (BG) COVERNING THE FEES/ CHARGES WITH SAME CONDITIONS ABOVE.

3- THE (BG) ISSUED BY THE BUYER WOULD RETURN TO THE SAME ISSUING BANK BUYER

 ACOUNT IF THE BUYER PAY THE FEES/ CHARGES ……...MILLION EURO TO PROVIDER

ACCOUNT IN 5 BANKING DAYS.

4- THE (BG) ISSUED BY THE BUYER WILL BE BLOCKED INTO FAVOR OF THE PROVIDER DURING THE VERIFICATION AND DUE DELEGANCE AND ITS REFERENCE.

**5. METHOD OF PAYMENT**

PAYMENT BY PARTY B FOR THE BANK INSTRUMENT SHALL BE MADE BY SWIFT CONDITIONAL BG- BANK GUARANTEE MT103 FROM RATED BANK **WITHIN FIVE (3) BANKING DAYS** PARTY A BANK SEND MT760 TO PARTY B AND UPON POSITIVE VERIFICATION THE PARTY B REAFFIRMED THAT THE FUNDS TO BE USED FOR THE FUNDING OF THE BANK INSTRUMENT ARE GOOD, CLEAR AND CLEAN OF NON-CRIMINAL ORIGIN.

**6. THE PARTY A'S BANKING COORDINATES:**

|  |  |
| --- | --- |
| *1. THE PARTY A’S ISSUING BANK COORDINATES:* |  |
|  |  |  |  |  |  |  |
|  | BANK NAME | **DEUTSCHE BANK AG** |  |
|  | BANK ADDRESS | **FRANKFORT AM MAIN 60254 TAUNUSANLAGE 12 GERMANY** |  |
|  | APPLICANT NAME |  |  |
|  | ACCOUNT NUMBER | **P/No** |  |
|  | SWIFT CODE | **DEUTEFF** |  |
|  | BANK OFFICERS NAME | **MR. MANUAL MANG** |  |
|  | BANK TELEPHONE | **P/No** |  |
|  | CLIENT REF - ID No. |  |  |
|  |  |  |
| *2. THE PARTY A’S RECEIVING BANK COORDINATES FOR RECEIVING MT103* | *(28%)* |  Or (8%)  |  |
|  |  |  |  |  |
|  | BANK NAME |  |  |  |
|  | BANK ADDRESS |  |  |  |
|  | ACCOUNT NUMBER |  |  |  |
|  | ACCOUNT NAME |  |  |  |
|  | IBAN |  |  |  |
|  | SWIFT CODE |  |  |  |
|  | OFFICERS NAME |  |  |  |
|  | BANK TELEPHONE |  | **P/No** |  |
|  | BANKER’S E-MAIL |  | **B-B** |  |
|  | NOTE |  |  |  |  |  |

**7. THE PARTY B'S BANKING COORDINATES:**

|  |  |
| --- | --- |
| RECEIVEING BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NUMBER |  |

|  |  |
| --- | --- |
| ACCOUNT NAME |  |
| SWIFT CODE |  |

1. ***PARTY B’S RECEIVING BANK COORDINATES (TO RECEIVE MT-199 /PREADVICE & TO SEND 28% / 8% PAYMENT BY MT-103 AND COMMISSION PAYMENT AS PER IMFPA)***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| BANK NAME |  |  |  |  |  |  |
| BANK ADDRESS |  |  |  |  |  |
| BANK OFFICER NAME |  |  |
| BANK OFFICER EMAIL |  |  |
| BANK TELEPHONE |  |  |
| BANK FAX |  |  |  |  |
| BANK SWIFT CODE |  |  |
| ACCOUNT NUMBER |  |  |
| ACCOUNT NAME |  |  |
|  |  |  |  |  |  |  |  |

BOTH PARTIES AGREED 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 EXPRESS WRITTEN PERMISSION. ANY PARTY ATTEMPTING TO DO SO WILL LEAD TO CANCELLATION OF THE TRANSACTION**.**

**9. BANK CHARGES**

BOTH PARTIES COVENANT ACKNOWLEDGE THAT THIS IS A PRIVATE AGREEMENT BETWEEN THE PARTIES HERETO, AND THAT NO BANK SHALL BE LIABLE IN ANY MANNER WHATSOEVER OF ANY CLAIMS OR DAMAGES WHICH MAY ARISE FROM THIS AGREEMENT EXCEPT ANY BANKING WHICH IS A PRINCIPAL TO THIS AGREEMENT, IT IS AGREED AND UNDERSTOOD THAT THE PARTIES ARE SEVERALLY RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL BANKING FEES, CHARGES AND EXPENSES RELATING TO THIS AGREEMENT, INCORPORATED HERETO BY REFERENCE BETWEEN THE RESPECTIVE PARTY.

**10. WARRANTIES AND REPRESENTATIONS**

UNDER PENALTY OF PERJURY THE UNDERSIGNED PARTIES HEREWITH ATTEST, WARRANT AND AFFIRM THAT STATEMENTS MADE HEREUNDER ARE TRUE AND ACCURATE.THE SIGNATORIES WHOSE ENDORSEMENT APPEARS BELOW ARE ACTING WITH FULL AUTHORITY AND AT THE DIRECTION OF THE CORPORATION BY ITS BOARD OF DIRECTORS FURTHERMORE THE SAID CORPORATION IS THE PRINCIPAL IN THIS UNDERTAKING AND NOT ACTING FOR OR ON BEHALF OF ANY OTHER PARTY. BY EXECUTION HEREOF PARTY B DECLARE AND COMMIT THE AFOREMENTIONED FUNDS FOR THE EXPRESS PURPOSE OF FUNDING THE BANK INSTRUMENT AS DESCRIBED IN THE ABOVE, PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, FURTHERMORE, PARTY B WARRANTS AND AGREES TO FUND AGAINST THE SAID INSTRUMENT EXCLUSIVELY FROM PARTY A. PARTY A SPECIFICALLY REPRESENTS AND WARRANTS THAT IT HAS AVAILABLE BANK INSTRUMENT AS DESCRIBED ABOVE, FOR DELIVERY TO THE PARTY B PURSUANT TO THE TERMS AND CONDITIONS AND IN THE FACE VALUE AS STIPULATED IN PRESENT AGREEMENT.

**11. FORCE MAJEURE, TIME FOR PERFORMANCE AND ARBITRATION**

THIS AGREEMENT SHALL BE DECLARED NULL AND VOID DUE TO THE ACTS OF GOD MAKING PERFORMANCE IMPOSSIBLE FOR ONE OR BOTH PARTIES. FURTHER SHOULD WAR INSURRECTION OR CIVIL DISOBEDIENCE OCCUR IN ANY COUNTRY WHERE THIS AGREEMENT IS BEING CARRIED OUT, IN WHOLE OR IN PART, THEREBY MAKING PERFORMANCE BY ONE OR BOTH PARTIES IMPOSSIBLE, THEN THIS AGREEMENT SHALL BECOME NULL AND VOID. THE PARTIES ACKNOWLEDGE AND ACCEPT PRESENT REAL TIME STANDARDS FOR THE DELIVERY AND EXCHANGE OF FUNDS AND THE BANK INSTRUMENT AS BEING AGREEABLE TERMS FOR THE PERFORMANCE OF OBLIGATIONS SET FORTH IN THIS AGREEMENT PROVIDED THAT THE PARTY B UNDERSTANDS AND AGREES THAT THIS PERFORMANCE UNDER PARAGRAPH 1 IS AN ABSOLUTE CONDITION OF THIS AGREEMENT, AND ANY FAILURE TO PROVIDE THE BANK SWIFT WIRE TRANSFER SHALL BE DEEMED A DEFAULT. IN THE EVENT OF DISPUTE CONCERNING ANY ASPECTS OF THIS AGREEMENT INCLUDING BREACH OF OR ALLEGED BREACH THEREOF, THE PARTIES AGREE TO HAVE THE DISPUTE ARBITRATED IN HONG KONG, RESPECTIVELY UNDER ICC RULES OF CONCILIATION AND ARBITRATION THEN IN FORCE WITH THE PLACE OF ARBITRATION TO BE DETERMINED BY THE CLAIMANT, JUDGMENT UPON AWARD MAY BE ENTERED INTO ANY COURT OF COMPETENT JURISDICTION.

**12. NON-PERFORMANCE PENALTY CLAUSE**

IN THE EVENT THAT AFTER EXECUTION OF THIS AGREEMENT, EITHER PARTY FAILS TO PERFORM ACCORDING TO THE TERMS & CONDITIONS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE

DEFAULTING PARTY SHALL PAY AS COMPENSATION LIQUIDATED DAMAGES EQUIVALENT TO ONEPERCENT (1%) OF THE TOTAL FACE VALUE OF THE BANK INSTRUMENT TO THE INJURED PARTY.

**13. TAXES, DUTIES AND FEES**

NEITHER PARTY MAKES REPRESENTATION REGARDING THE TAX CONSEQUENCES, IF ANY, OF THE INVESTMENTS ENVISAGES BY THIS AGREEMENT. IT IS AGREED BY THE PARTIES HERETO THAT CACHE, INDIVIDUALLY AND SEPARATELY, ACCEPTS LIABILITY FOR TAXES, IMPOSTS, LEVIES, DUTIES OR CHARGES THAT MAY BE FOUND APPLICABLE IN THE PERFORMANCE OR THEIR RESPECTIVE DUTIES HEREIN. IN CASE THE BANK REFUSED TO ACCEPT THE LINE OF CREDIT NO LATE FEES WILL APPLY ON BOTH PARTIES.

**14. WAIVER**

NO WAIVER BY EITHER PARTY OF ANY BREACH OF ANY OF TITLE COVENANTS OR CONDITIONS UNDER THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OR ANY SUCCEEDING BREACH OF THE SAME OR ANY OTHER COVENANT OR CONDITION.

**15. DISCLAIMERS**

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THEY ARE RELYING ON BANK(S) TO VERITY ALL INSTRUMENTS AND CONSUMMATE ALL TRANSACTIONS IN ACCORDANCE WITH APPLICABLE LAW AND THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSSES IN CONNECTION WITH TITLE BANKS PERFORMANCE.

**16. RESOLUTION OF DISPUTES**

ANY CLAIM OR CONTROVERSY ARISING OUT OF ANY PART OF THIS AGREEMENT OR IN BREACH THEREOF, AND WHICH IS NOT SET LED BETWEEN SIGNATORIES THEMSELVES, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE SWITZERLAND ASSOCIATION. JUDGMENT UPON AWARD RENDERED BY TILE ARBITRATORS) MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION THEREFORE INCLUDING THE AWARD TO THE INJURED PARTY. THE INJURED PARTY WILL RECEIVE ANY REMUNERATION, IN ADDITION TO THE COURT COSTS, ATTORNEY'S FEES AND OTHER CHARGES DEEMED FAIR BY THE ARBITRATOR(S).

1. **GENERAL PROVISIONS**
	1. *AMENDMENT.* THIS AGREEMENT MAY BE AMENDED ONLY IN WRITING.
	2. *ASSIGNMENT.* NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO ASSIGN ITS

INTEREST HEREIN WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OTHER PARTY.

**c)** *EXECUTION OF THE DOCUMENTS*. EACH OF THE PARTIES AGREES TO EXECUTE ANY OTHERDOCUMENTS REASONABLY REQUIRED TO FULLY PERFORM THE INTENTIONS OF THIS AGREEMENT.

**18. ENTIRE AGREEMENT**

**a)** THIS AGREEMENT SHALL SUPERSEDE AND CONTROL ALL (OR ANY) PRIOR AGREEMENTS BETWEEN THEPARTIES WITH RESPECT TO SUBJECT MATTER HEREOF. THE PARTIES ACKNOWLEDGE AND AGREE THAT

THIS AGREEMENT, TOGETHER WITH ANY RELEVANT ATTACHMENTS, SCHEDULES, ADDENDA CONSTITUTES THE SOLE AND ENTIRE UNDERSTANDING AND THE PARTIES HEREOF FURTHER REPRESENT AND WARRANT THAT THEY ARE NOT RELYING ON ANY PROMISES, REPRESENTATIONS, WARRANTIES, OR AGREEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

**b)**THIS AGREEMENT MAY BE EXECUTED IN TWO OR MORE COUNTERPARTS EACH OF WHICH SHALL BEDEEMED AND ORIGINAL, AND ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME AGREEMENT. EACH COUNTERPART SO DELIVERED BEARING THE SIGNATURE OF A PARTY HERETO SHALL BE BINDING UPON SUCH PARTY, INCLUDING A FACSIMILE COPY, E-MAIL COPY OR COPY OF THIS AGREEMENT BY EDT.

**c)** THIS AGREEMENT WILL COME IN FORCE UPON RECEIVING, VERIFICATION AND AUTHENTICATION OFTHE BANK INSTRUMENT BEING MADE BY THE SECOND PARTY’S BANK.

IN WITNESS WHERE OF THE PARTIES EXECUTED THIS AGREEMENT AS OF THE DATE ABOVE WRITTEN.

FOR AND BEHALF OF*PARTY A*: H.I.T xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

DATE: …. MARCH. 2023

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

NAME OF AUTHORIZED SIGNATORY: XXXXXXXXX

PASSPORT NUMBER: XXX

COUNTRY OF ISSUE: XXXXX

FOR AND BEHALF OF*PARTY B*:

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

NAME OF AUTHORIZED SIGNATORY:

PASSPORT NUMBER:

COUNTRY OF ISSUE:

**CLIENT INFORMATION SUMMARY (for blank Company)**

|  |  |
| --- | --- |
| 1. Date of Submission: |  |

1. Name of Company :
2. Client Name (Signatory) :
3. Passport No.:
4. Country of Residence:
5. Passport Issue Date:
6. Passport Expiry Date:
7. Date of Birth (Place):
8. Address :
9. Mobile Tel Number:
10. Clients Email Address:
11. Do you speak English? Yes
12. Business Name:
13. Business Address:
14. Registered Office Domicile:
15. Business Tax ID Number:
	1. Years in Business:
16. Registration Number
17. Country / State of Incorporation:
18. Legal Adviser Mail Address;
19. Address for Mail Delivery:
20. Address for Courier Delivery:
21. Bank Name:
22. Brief Overview of Corporate Activity:

Declaration: I/we swear under penalty of perjury, the information given above 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 cleared. The origin of funds is in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action Task Force (FATF) 6/01.

FOR AND ON BEHALF OF:

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

NAME OF AUTHORIZEDSIGNATORY:

TITLE:

NAME OF CLIENT COMPANY:

Passport No.:

Country of Issue:

**BOARD RESOLUTION**

THIS IS TO CERTIFY THAT THE BOARD OF DIRECTORS OF ………………………………………….. HAVING IT’S ADDRESS: ………………………………………………………….. , HAVING A BOARD OF DIRECTORS MEETING WHICH WAS DULY AND REGULARLY CALLED, NOTICED AND HELD ON xx/xx/xxxxxxx AT THE COMPANY’S ABOVE REFERENCED ADDRESS AT WHICH THERE WAS PRESENT A QUORUM THEREOF, WHEREIN THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED, TO WIT:

***RESOLVED:*** THATMRxxxxxxxxxxxxxxxxxxHOLDER PASSPORT NUMBER…………………………, DIRECTORAND AUTHORIZED SIGNATORY FOR AND ON BEHALF OF THE COMPANY, WAS FULLY AUTHORIZED TO ACT INDIVIDUALLY AS THE SOLE REPRESENTATIVE OF THE COMPANY TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE COMPANY IN CONNECTION WITH BANK INSTRUMENTS TRANSACTIONS AND TO EFFECT THE OPENING AND OPERATION OF BANK ACCOUNTS ON BEHALF OF AND FOR THE BENEFIT OF THE COMPANY AT ANY BANK(S) HE SHALL SELECT, AND BE A SIGNATORY THEREON, TO ACCEPT AND DISBURSE FUNDS THERE FROM, AT HIS DISCRETION AND DETERMINATION, AND TO EXECUTE CONTRACTS WITH HIS SELECTED SOURCES AND BANKS THEREIN, AT HIS DISCRETION, FOR AND IN THE BEST INTEREST OF THE COMPANY.

***FURTHER RESOLVED:*** THATMR.xxxxxxxxxxxxxxxx,DIRECTOR OF THE COMPANY, BE ANDHEREBY IS AUTHORIZED AND DIRECTED TO CERTIFY THAT THE FOREGOING RESOLUTIONS AND THE 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 PURPOSE SET FORTH HEREIN ARE ACCOMPLISHED.

IT IS FURTHER CERTIFIED THAT THIS CORPORATE RESOLUTION’S FAX OR PHOTOCOPIES SHALL BE OF EQUAL VALUE TO THEIR ORIGINAL AND SHALL BE ACCEPTED AS SUCH BY EVERYONE, FOR ALL PURPOSES, EVERYWHERE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE COMPANY IN CERTIFICATION OF THE ABOVE RESOLUTIONS & PROVISIONS ON THIS DAY xx/xx/xxx SIGNED BY THE CHAIRMAN OF BOARD:

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

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF CLIENT COMPANY:

PASSPORT NO.:

COUNTRY OF ISSUE:

**NON-SOLICITATION LETTER**

I, MR. xxxxxxxxxxxxxxxxxxxxxxxxxxxxx*,* DO HEREBY CONFIRM THAT I HAVE REQUESTED OF YOU AND YOUR ASSOCIATES, SPECIFIC CONFIDENTIAL INFORMATION AND DOCUMENTATION REGARDING A CURRENTLY AVAILABLE FOR FINANCE INSTRUMENT (SBLC) TO SERVE FOR OUR INTEREST, PURPOSES AND UNDERSTANDING ONLY, AND NOT FOR FURTHER DISTRIBUTION. WE ARE HEREBY AGREEING TO KEEP ALL INFORMATION RECEIVED BY YOU AS STRICLY CONFIDENTIAL AND PROPRIETARY.

I HEREBY DECLARE THAT I AM FULLY AWARE THAT THE INFORMATION PRESENTED BY YOU IS NOT IN ANY WAY CONSIDERED OR INTENDED TO BE SOLICITATION OF FUNDS OF ANY SORT, OR ANY TYPE OF OFFERING, BUT IS INTENDED FOR GENERAL KNOWLEDGE AND EDUCATIONAL PURPOSES ONLY. I AFFIRM THAT I HAVE REQUESTED INFORMATION FROM YOU AND YOUR ASSOCIATES OF MY OWN CHOICE AND FREE WILL, AND FURTHER THAT YOU HAVE NOT SOLICITED ME IN ANY WAY.

I UNDERSTAND THAT IT IS IN NO WAY RELYING UPON OR RELATING TO THE UNITED STATES SECURITIES ACT OF 1933 OR RELATED REGULATIONS, AND IT DOES NOT INVOLVE THE SALE OF REGISTERED SECURITIES.

FURTHER, I HEREBY DECLARE THAT I AM NOT A LICENSED BROKER OR GOVERNMENT EMPLOYEE. I HAVE MUTUALLY AGREED THAT THIS PRIVATE TRANSACTION IS EXEMPT FROM THE SECURITIES ACT, AND IS NOT INTENDED FOR THE GENERAL PUBLIC, AND ALL MATTERS ARE FOR PRIVATE USE ONLY AGREED AND ACCEPTED BY THE CLIENT: SIGNED/SEALED AT

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF CLIENT COMPANY:

PASSPORT NO.:

COUNTRY OF ISSUE:

**APPENDIX 1**

**SAMPLE RWA/PREADVICE VIA SWIFT MT-199 FROM ISSUING BANK TO RECEIVER BANK**

FROM

BANKNAME:

BANKADDRESS:

BANKTEL:

BANKFAX:

BENKOFFICERNAME:

SWIFTCODE:

ACCOUNTNAME:

ACCOUNTNO:

TO

BANKNAME:

BANKADDRESS:

BANKTEL:

BANKFAX:

BENKOFFICERNAME:

SWIFTCODE:

ACCOUNTNAME:

ACCOUNTNO:

**DEAR SIR,**

WE, XXXXXX <NAME & ADDRESS OF SBLC/SBLC ISSUINGBANK >XX, HEREBY CONFIRM WITH FULL BANK

RESPONSIBILITY, PURSUANT TO THE REQUEST AND ON BEHALF OF OUR CLIENT XX<SENDERSNAME>XX

WITH ACCOUNT NUMBERXX <SENDERS ACCOUNT NUMBER> XX THAT WE ARE READY, WILLING AND ABLE

TO ISSUE AN UNCONDITIONAL, DIVISIBLE, ANDASSIGNABLE, CASH STANDBY LETTER OF CREDIT (SBLC) OF

ICC 458/758 FORMAT, TO THE BENEFICIARY XXXXXXXXXXXXXXXXX IN THE TOTAL AMOUNT OF

$/€10,000,000,000.00 WITH MATURITY DATE OF ONE YEAR AND ONE MONTH FROM ISSUANCE DATE AND

IT SHALL BE TRANSMITED VIA SWIFT MT760 WITHIN 48 BANK HOURS UPON RECEIVING AN IRREVOCABLE

COMFIRMED BANK PAYMENT ORDER TO XX<SENDERSNAME>XX DESIGNATED BANK ACCOUNT FROM

.

BANK OFFICER 1

TITLE (PIN)

 BANK OFFICER 2

TITLE (PIN)

**APPENDIX 2**

SPECIMEN VERBIAGE PROPOSED TEXT ONLY, FINAL VERBIAGE MAY VARY BANK TO BANK SWIFT **MT199 – PAYMENT UNDERTAKING** OR **CONFIRM THROUGH BANK OFFICAL SECCURE E-MAIL**

|  |  |  |
| --- | --- | --- |
| SENDER: |  |  |
| : RECEIVING BANK: | : |
| : BANK ADDRESS: | : |
| : BANK OFFICER: | : |
| : PHONE NUMBER: | : |
| : SWIFT CODE: | : |  |
| : ACCOUNT HOLDER: | : |
| : ACCOUNT NUMBER: | : |
| RECEIVER: |  |  |
| : TO BANK | : |  |
| : BANK ADDRESS | : |
| : ACCOUNT NAME | : |
| : ACCOUNT NUMBER | : |
| : SWIFT CODE | : |  |
| : BANK TELEPHONE | : |
| : BANK FAX | : |  |
| : BANK OFFICER 1 | : |

REFERENCE TRANSACTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AT THE REQUEST OF OUR CLIENT: XXXXXXXX. WE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BANK AT ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

HEREBY IRREVOCABLY CONFIRM THAT WE ARE PREPARED TO UNDERTAKE THE FOLLOWING:

1. TO RECEIVE, VIA SWIFT MT760 INTO OUR CLIENT’S ABOVE-LISTED ACCOUNT, € X,000,000,000.00 EURO (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EURO) CASH-BACKED, ASSIGNABLE, TRANSFERABLE AND UNCONDITIONAL STANDBY LETTER OF

CREDIT (“$XXXXX SBLC”); AND,

1. TO SWIFT TRANSFER A PRINCIPAL AMOUNT OF €X,X00,000,000.00 EURO (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EURO) TO THE BELOW-

LISTED ACCOUNT, WITHIN THREE (3) EUROPEAN BANKING DAYS OF SUCCESSFULLY RECEIVING AND AUTHENTICATING THE €X, 000,000,000.00 EURO (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EURO) SBLC DELIVERED VIA SWIFT MT760 TO OUR CLIENT’S ABOVE ACCOUNT.

|  |  |  |
| --- | --- | --- |
| : TO BANK | : |  |
| : BANK ADDRESS | : |
| : ACCOUNT NAME | : |
| : ACCOUNT NUMBER | : |
| : SWIFT CODE | : |  |
| : BANK TELEPHONE | : |
| : BANK FAX | : |  |
| : BANK OFFICER 1 | : |

WE, HEREBY CONFIRM THAT THE $/€X, X00,000,000.00 EURO(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EURO) ARE GOOD, CLEAN AND CLEARED FUNDS DERIVED FROM A LEGAL SOURCE.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF: <NAME OF BANK>

AUTHORISED BANK OFFICER 1 AUTHORISED BANK OFFICER 2

 TITLE/PIN CODE TITLE/PIN CODE

**APPENDIX 3**

**DRAFT SWIFT MT760-STANDBY LETTER OF CREDIT VERBIAGE (ICC 758 FORMAT)**

**(Specimen copy – Final verbiage as per issuing bank standard format)**

“SBLC” SWIFT MT760 VERBIAGE

* 20 : REFERENCE TRANSACTION : -‐\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.206
	+ 40C: URGD
	+ 27 : SEQUENCE OF TOTAL : 1/1
	+ 40A: SWIFT OUTPUT : IRREVOCABLE
	+ 31C: DATE OF ISSUE : 201 , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* 33B: CURRENCY A/ AMOUNT :€000,000000.00 EURO (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MILLION EURO),
	+ 52A: MT 760 SENDING STANDBY LETTER OF CREDIT

-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐ INTANCE TYPE AND TRANSMISSION -‐-‐-‐-‐-‐-‐-‐-‐-‐-‐ -‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐-‐ NOTIFICATION OF ORIGINAL SENT TO SWIFT (ACK)

NETWORK DELEIVERY STATUS: NETWORK ACK PRIORITY / DELIVERY: URGENT

* + 51A : SENDING BANK : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	+ SENDING BANK : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BANK
	+ BANK ADDRESS
	+ APPLICANT :
	+ ACCOUNT NAME :
	+ ACCOUNT NUMBER :
* SWIFT CODE :
	+ BANK OFFICER 1 : MR.
	+ BANK OFFICER 2 : MR.
	+ BANK TELEPHONE :
	+ 57: RECEIVING BANK :
	+ RECEIVING BANK: :
	+ BANK ADDRESS: :
	+ SWIFT CODE: :
	+ ACCOUNT HOLDER: :
	+ ACCOUNT SIGNATURE: :
	+ ACCOUNT NUMBER: :
	+ BANK OFFICER: : MR
	+ E-‐MAIL: :

: BANK TELEPHONE :

: BANK FAX :

* 50: APPLICANT : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

: 59: BENEFICIARY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

: 32A: VALUE DATE/CURRENCY/INTERBANK SETTLED AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201 OF €000, 000000.00 EURO

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MILLION/EURO

* + 77C: DETAILS OF GUARANTEE

BANK NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK

ADDRESS:

CURRENCY: EURO

SBLC: “TBN”

AMOUNT: €000, 000000.00 EURO (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) MILLION EURO

DATE OF ISSUE:

BENEFICIARY:

FOR ACCOUNT NAME:

WE THE UNDERSIGNED WE THE UNDERSIGNED, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK AT ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AT

THE INSTRUCTIONS OF OUR CLIENTS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTESTOR NOTIFICATION, PROMISE TO PAY AGAINST THIS LETTER OF GUARANTEE TO THE ORDER

OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BANK WITH ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AT ACCOUNT NUMBER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; BEARER OR HOLDER THEREOF, THE AMOUNT OF EXACTLY €000, 000000.00 EURO (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MILLION EURO IN THE LAWFUL CURRENCY OF EUROPEAN UNION, DUE ONE YEAR AND ONE DAY FROM THE DATE OF ISSUE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201. FOR CREDIT ENHANCEMENT PER PRIVATE AGREEMENT, AND COMMODITY/OIL TRADE.

PAYMENT IS AVAILABLE BY BENEFICIARY’S FIRST WRITTEN DEMAND VIA SWIFT WIRE SYSTEM MARKED DRAWN UNDER THE LETTER OF GUARANTEE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022

WE ENGAGE WITH YOU THAT THE DEMAND DRAFT UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF GUARANTEE SHALL BE DULY HONORED ON THE MATURITY DATE UPON PRESENTATION TO US.SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, TAXES, LEVIES, DUTIES, FEES OR WITH HOLDING OF ANY NATURE, NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ACCESSSED BY THE GOVERNMENT OF THE UNITED KINGDOM OR ANY POLITICAL SUBDIVISION OF AUTHORITY THEREOF OR THEREIN.

THIS CASH BACKED BANK GUARANTEE IS NEGOTIABLE, ASSIGNABLE AND TRANSFERABLE, WITHOUT NOTIFICATION OR PRESENTATION TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEES.THIS GUARANTEE IS SUBJECT TO THE LAWS OF THE UNITED KINGDOM AND UNIFORM RULES FOR DEMAND GUARANTEES, INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, 2010, PUBLICATION NUMBER 458 / 758. THIS CABLE IS AN OPERATIVE INSTRUMENT. ALL CHARGES ARE FOR THE APPLICANT.

FOR AND ON BEHALF OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK

AUTHORIZED BANK OFFICER TITLE/PIN CODE AUTHORIZED BANK OFFICER TITLE/PIN CODE

**CERTIFICATE OF REGISTRATION PARTY B**

**PASSPORT SIGNATORY PARTY B**

**CERTIFICATE OF REGISTRATION PARTY A**

**PASSPORT OF THE SIGNATORY PARTY A**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **DATE: 16/MARCH /, 2022** | 3 |  |  | **TRANSACTION CODE:** |  |
|  |  |  |  |  | **DESCRIPTION OF BANK INSTRUMENT FOR PURCHASE** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 |  | INSTRUMENT: |  | **STANDBY LETTER OF CREDIT (SBLC) CASH BACKED** |  |  |
|  | 2 |  | TERM: |  | **OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED** |  |  |
|  | 3 |  | ISSUING BANK: |  | **DEUTSCHE BANK GERMANY** |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4 |  | AGE /CURRENCY: |  | **ONE (1) YEAR AND ONE (1) DAY-FRESH CUT/** |  |  |
|  | 5 |  | PRICE: |  | **28%. 8%** |  |  |  |  |
|  | 7 |  | CONTRACT AMOUNT: |  | **xxxxx (€000,000,000.00) PLUS R&E TO ………..M EURO** |  |  |
|  | 8 |  | TRANCHES: |  | **1 ST TRANCHE – 500M EURO (€000,000,000.00)** |  |  |
|  | 9 |  | SUBSEQUENT EXTANDABLE |  | **2ND TRANCHE** |  |  |
|  |  |  |  | TRANCHES: 15 BANKING |  | **3RD TRANCHE** |  |  |
|  |  |  |  | DAYS. |  |  |  |
|  |  |  |  |  | **4TH TRANCHE** |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **5 TH TRANCHE** |  |  |
|  | 9 |  | DELIVERY: |  | **VIA SWIFT HARD COPY BONDED COURRIER BANK TO BANK.** |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 |  | PAYMENT |  | **SWIFT MT760 / SBLC – 103** |  |  |
|  | 0 |  |  |  |  |  |  |  |  |  |
|  | 1 |  | HARD COPY |  | **BONDED COURIER WITHIN SEVEN (7) BANKING DAYS.** |  |  |
|  | 1 |  |  |  |  |  |  |  |  |  |
|  |  |  | I, Mohamad Hawi**,** holder of Passport Number 1393070 , issued by Lebanon , Hereby Irrevocably and |  |
|  |  |  | unconditionally, without protest, demand or delay, promise, and guarantee to pay **BUY-SIDE Consultants fees of** |  |
|  |  |  | **Two Percent (2%)** of the face value of the instruments for the benefit of the consultants being hereinafter called |  |
|  |  |  | collectively the “Beneficiaries” and individually a “Beneficiary”. |  |
|  |  |  | The above stated codes, (the Seller’s code to be provided by the Seller) and any other identification codes shall |  |
|  |  |  | remain the same and shall not be changed until this transaction including any renewals, extensions and additions |  |
|  |  |  | are fully completed and we agree to respect those. The transaction code may be amended only by agreement |  |
|  |  |  | between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have |  |
|  |  |  | authority to execute this Additional Pay Order. Irrevocable Fee Protection / Irrevocable Pay order for **BUY-SIDE** |  |
|  |  |  | **Consultancy Fees** of **Percent** of the face value fromBUYER ONLYand every tranche of this transaction, |  |
|  |  |  | including any rolls or extensions, to be paid according to the distribution instructions as follows: |  |

 **TOTAL BUYER TO PAID COMMISSIONS: AS 2 % (TWO PERCENT) BOTH PARTY’S**

**SELLER-SIDE CONSULTANT -1% OF TOW PERCENT (2.0%) OF FACE VALUE CONSULTING FEES WILL BE PAID TO A.**

**THE FOLLOWING PAYMASTER INCLUDING ANY ROLLS AND EXTENSIONS -( CLOSED)**

|  |  |
| --- | --- |
| **PAYMASTER SELL-SIDE GROUP 1** | **Dr Mohamed HAWI** |
| **BANK NAME / ADDRESS** | **Zeraat Katilim Bankasi /Turkey – Istanbul** |
| **BANK OFFICER NAME** | **Mostafa Ferahsat** |
| **BANK OFFICER E-MAIL** | **TBD** |
| **ACCOUNT NAME** | **H.i.T YONETIM DANISMANLIGI LIMITED SIRKETI** |
| **ACCOUNT NO.** | **TR58 0020 9000 0122 9583 0000 02** |
| **ROUTING NO.** | **TBD** |
| **SWIFT CODE** | **ZKBATRIS** |
| **BANK TELEPHONE NO.** | **+90 212 621 8676** |
| **BANK FAX NO.** | **TBD** |
| **REQUIRED MESSAGE:** | **1) PLEASE NOTIFY PAYMASTER WITH CONFIRMATION OF SWIFT CODE AND NUMBER WHEN** |
|  | **SWIFT, OR ABA NUMBER AND WIRE CODE (WHICHEVER APPLIES) HAS BEEN MADE:** |
| **SPECIAL INSTRUCTIONS** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF** |
|  | **NONCRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY** |
|  | **BENEFICIARIES.”** |
| **BENEFICIARY:** | **MOHAMED ACHOUR** **And** **NATHALIE CONTE** |

**BUYER SIDE GROUP 1: BANK COORDINATES FOR RECEIVING 1% POINT 0F 2 % POINT OF THE FACE VALUE**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **COMMISSION** | **0.5%** |
| **NAME:** | **Achour**  | **BENEFICIARY NAME** | **Mohamed Achour** |
| **PASSEPORT ID** | **Y327575** | **ACCOUNT NAME** | **Mohamed Achour** |
| **NATIONALITY** | **Tunisian**  | **ACCOUNT NUMBER**  |  |
| **ADRESS :** | **Bp37 Moknine Tunisia**  | **BANK NAME** | **BTE BANQUE TUNISO-EMARATIENNE** |
| **MOBILE:** | **+xxxxxxxxxxxxxxxxxxx** | **PIN CODE** | **064532** |
| **EMAIL ADRESS/** | **xxxxxxxxxxxxxxxxxxxx** | **IBAN** | **TN5924024064532251110145** |
| **TODAY’S DATE** | **07/11/2022** | **BANK OFFICER** |  |
|  |  | **BANK TELEPHONE**  |  **xxxxxxxxxxxxxxxxxxx** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **COMISSION** | **0.5%** |
| **NAME:** | **CONTE** | **BENEFICIARY NAME** | **NATHALIE CONTE** |
| **PASSEPORT ID** | **14DR03603** | **ACCOUNT NAME** | **NATHALIE CONTE** |
| **NATIONALITY** | **FRENCH** | **ACCOUNT NUMBER**  | **00050005066** |
| **ADRESS :** | **9 RUE DE PIREQUES** | **BANK NAME** | **SOCIETE GENERALE** |
| **MOBILE:** | **+xxxxxxxxxxxxxxxxxx** | **BANK CODE** | **SOGEFRPP** |
| **EMAIL ADRESS/** | **xxxxxxxxxxxxxxxxxxx** | **IBAN** | **FR7630003003660005000506643** |
| **TODAY’S DATE** | **07/11/2022** | **BANK OFFICER** |  |
|  |  | **BANK TELEPHONE**  |  |

**BUYER SIDE GROUP 2 : BANK COORDINATES FOR RECEIVING 1% POINT 0F 2 % POINT OF THE FACE VALUE**

|  |  |
| --- | --- |
| **PAYMASTER BUY-SIDE GROUP 2** |  |
| **BANK NAME / ADDRESS** | **J P MORGAN CHASE 25Bank Street Canary Wharf E14 5JP London UK** |
| **BANK OFFICER NAME** | **Marie HERAN / JOSEPH LEWIS** |
| **BANK OFFICER E-MAIL** |  |
| **ACCOUNT NAME** | **MINER INVEST LTD**  |
| **ACCOUNT NO.** | **GB10CHAS60956121693983 / 21693983 EURO** **GP18CHAS60956121668588 / 21668588 USD**  |
| **ROUTING NO.** | **SORT CODE 60-95-61** |
| **SWIFT CODE** | **CHASGB2LVR1** |
| **BANK TELEPHONE NO.** |  |
| **BANK FAX NO.** |  |
| **REQUIRED MESSAGE:** | **1) PLEASE NOTIFY PAYMASTER WITH CONFIRMATION OF SWIFT CODE AND NUMBER WHEN contact@miner-invest.com** |
|  | **SWIFT, OR ABA NUMBER AND WIRE CODE (WHICHEVER APPLIES) HAS BEEN MADE:** |
| **SPECIAL INSTRUCTIONS** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF****NO CRIMINEL”** |
|  | **NO CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY MINER INVEST LTD**  |
|  | **BENEFICIARIES.” MINER INVEST LTD**  |
| **BENEFICIARY: 1%** |  **MINER INVEST LTD**  |

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 THE DEED OF AGREEMENT/LETTER OF INTENT/TRANSACTION CONTRACT IDENTIFIED WITH AGREEMENT FOR DELIVERY OF Via **AGREEMENTON OF1 year VALIDITY.** **TRANSACTION CODE:**

AS SOON AS THE CONTRACT BECOMES VALID AND SIGNED. IF NO TRANSACTION IS COMPLETED UNDER THE AFORESAID TRANSACTION, SENDER, AND RECEIVER 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 MASTER FEE PROTECTION AGREEMENT IN ITS ENTIRETY

I, **Mr. …………………..** , HEREBY SWEAR UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE

AND TRUE AS OF THIS DATE: CONFIRMED AND SIGNED

**Signed this ………….DEC 2023,**

**Signatory Name:**

**Title:**

**Passport No.:**

**Country:**

**Date of Issue:**

**Date of Expi.:**

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 THE DEED OF AGREEMENT/LETTER OF INTENT/TRANSACTION CONTRACT IDENTIFIED WITH AGREEMENT FOR DELIVERY OF Via **AGREEMENTON OF 1 year / day. BANK** **VALIDITY. TRANSACTION CODE:**

AS SOON AS THE CONTRACT BECOMES VALID AND SIGNED. IF NO TRANSACTION IS COMPLETED UNDER THE AFORESAID TRANSACTION, SENDER, AND RECEIVER CODES COLLECTIVELY, THEN NO

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 MASTER FEE PROTECTION AGREEMENT IN ITS ENTIRETY

FOR AND BEHALF OF THE BUYER

I, **………………………………………………….**, HEREBY SWEAR UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS

ACCURATE AND TRUE AS OF THIS DATE: CONFIRMED AND SIGNED ON:

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

**Signed this 16 MARCH 2023,**

**Signatory Name:**

**Title:**

**Passport No.:**

**Country:**

**Date of Issue:**

**Date of Expi.:**

**STATEMENT OF NON-SOLICITATION OF FUNDS**

DATE:……………, DEC …., 2023

WE ,MR………………………………. 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/WE 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 FACSIMILE / 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 AND SIGNED ON SUNDAY, JANUARY 23, 2022

**Signed this 16, MARCH 2023,**

**Signatory Name:**

**Title:**

**Passport No.:**

**Country:**

**Date of Issue:**

**Date of Expi:**

**ELECTRONIC DOCUMENT TRANSMISSIONS**

**EDT** (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THISCONTRACT. 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.

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