

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

LETTER OF INTENT/DEED OF AGREEMENT (LOI/DOA)

To :
Date :
VIA :

I, _____[NAME]_____, Chief Executive Officer of _____[COMPANY NAME]_____, holder of [__COUNTRY__] Passport Number:____XXXXXX____, as authorized signatory for XXXXXXXXXXXXXXXXXXXXXXXX, (collectively"BUYER"), hereby issue this Letter of Intent-LOI/ RWA to Purchase Bank Instrument, with full corporate responsibility and liability, under penalty of perjury, that we are ready, willing and able to deliver funds on account that are of good, clean, cleared and unencumbered Euros of non-criminal origin. We are prepared to purchase the following instruments under the terms and conditions described below.

DESCRIPTION OF BANK INSTRUMENT

1	INSTRUMENT	STANDBY LETTER OF CREDIT, CASH BACKED ICC FORMAT UCP #600
2	CURRENCY	EUROPEAN UNION CURRENCY EURO (€)
3	ISSUING BANK	HSBC HK/ HSBC UK / DEUTSCHE BANK GERMANY / BARCLAYS UK
4	TERM	ONE YEAR AND ONE DAY
5	AGE	NEW ISSUE
6	COUPON RATE	ZERO
7	CONTRACT AMOUNT	1 BILLION EURO (€ 1,000,000,000.00) WITH ROLLS AND EXTENSIONS
8	FIRST TRANCHE	ONE BILLION EURO (€ 1,000,000,000.00)
9	SUBSEQUENT TRANCHE	TO BE MUTUALLY AGREED UPON (SEE SCHEDULE TRANCHE)
10	TARGET PRICE	SELLING: FORTY THREE PERCENT PLUS TWO PERCENT (43%+2%) OF FACE VALUE
11	COMMISSION	TWO PERCENT (2%) of SBLC FACE VALUE (TO BE PAID BY THE BUYER TO BOTH SIDE INTERMEDIARIES)
12	DENOMINATION	AS AGREED
13	BREACH OF TRANSACTION	TWO PERCENT (2%) OF SBLC FACE VALUE
14	TRANSACTION MODE	MT199 POF / BPU MT799/ MT760 / MT103
15	PAYMENT	SWIFT MT103
16	DELIVERY	BY SWIFT MT760 AND HARD COPY TO BE DELIVERED VIA BONDED BANK COURIER WITHIN SEVEN (7) INTERNATIONAL BANKING DAYS AFTER RECEIVE FULL PAYMENT.

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PROCEDURES

THIS DOCUMENT IS ACCEPTED ONLY WITH FACULTY OF DIVISION AND SUBSTITUTION

I. BUYER SUBMITS LOI TOGETHER WITH COMPLIANCE DOCUMENTS :

	CLIENT INFORMATION SHEET
	STATEMENT OF NON-SOLICITATION OF FUNDS
	RESOLUTION OF THE BOARD OF DIRECTORS
	IRREVOCABLE FEE PROTECTION AGREEMENT COVERING ALL IDENTIFIED BENEFICIARIES FOR BOTH SIDES
	CLEAR COLOR COPY OF THE BUYER SIGNATORY'S PASSPORT
	CERTIFICATE OF INCORPORATION
	CERTIFICATE OF PROOF OF FUND (BCL) + AUTHORITY TO VERIFY (ATV)

II. AFTER SUCCESSFUL DUE DILIGENCE, THE SELLER COUNTERSIGNS THE LOI. AND BOTH PARTIES SHALL LODGE THE LOI PACKAGE ON THEIR RESPECTIVE BANKS. THE SIGNED LOI BECOMES A LEGALLY BINDING CONTRACT (DEED OF AGREEMENT) BETWEEN THE PARTIES.

III. BUYER START WITH SENDING MT199 POF CONFIRMATION.

IV. WITHIN 3 BANKING DAYS SELLER'S BANK OFFICER WILL CONDUCT VERIFICATION OF THE BCL IN ACCORDANCE WITH THE ATV DOCUMENT ATTACHED HEREIN, AND REPLY WITH MT799 PRE-ADVICE.

V. WITHIN TWO (2) BANKING DAYS, BUYER WILL ISSUE BANK PAYMENT UNDERTAKING (BPU) VIA SWIFT 799 FOR THE COST OF THE INSTRUMENT (43+2). BUYER SHALL EMAIL CURTESY COPY OF THE BPU TO THE SELLER FOR CONFIRMATION.

VI. WITHIN 3 BANKING DAYS, UPON RECEIPT AND AUTHENTICATION MT799 BPU, THE SELLER WILL ISSUE CORPORATE INVOICE.

VII. WITHIN 3 BANKING DAYS, THE SELLER'S BANK WILL ISSUE AND DELIVER THE SBLC VIA SWIFT MT760. SELLER SHALL EMAIL CURTESY COPY OF THE PRE-ADVICE TO THE BUYER FOR CONFIRMATION.

VIII. WITHIN FIVE (5) BANKING DAYS AFTER RECEIVING THE INSTRUMENT BY SWIFT MT760 THE BUYER'S BANK WILL PAY BY SWIFT MT103 SAME DAY VALUE AND CONCURRENTLY PAY CONSULTANTS COMMISSION FEES OF TWO PER CENT (2%) OF EACH TRANCHE FACE VALUE. COURTESY COPIES OF THE COMMISSION PAYMENTS SHALL BE SENT TO THE RESPECTIVE CONSULTANTS/BENEFICIARIES AND THEIR PAYMASTERS.

IX. THE **HARD COPIES** OF THE SBLC TO BE DELIVERED VIA BANK BONDED COURIER TO THE BUYER'S BANK WITHIN SEVEN (7) BANKING DAYS AFTER RECEIPT OF THE FULL PAYMENT BY SELLER'S BANK.

X. ALL SUBSEQUENT TRANCHES WILL BE BASED ON THE SAME PROCEDURE, UNTIL THE AGREED AMOUNT OF THE CONTRACT WILL BE COMPLETED, OR THE COLLATERAL OR FUNDS BECOME EXHAUSTED.

XI. Any Unauthorized Bank Calls or to third any party, Probes Or Communications, Or An Improper Solicitation Or Disclosure Involving Any Of The Banks or third party Concerned In This Transaction Will Result Immediate Cancellation Of This Transaction And Subject The Violating Party To Damages.

IMPORTANT: THE SELLER DOES NOT ALLOW ANY CHANGE OR ALTERATION OF THIS LOI TEXT, ALSO THE PROCEDURES AND TERMS STATED HEREIN!

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SELLER'S BANKING COORDINATES

SELLER'S BANKING COORDINATES TO RECEIVE BPU MT799 AND MT103

BANK NAME	:		
BANK ADDRESS	:		
SWIFT CODE	:		
ACCOUNT HOLDER	:		
ACCOUNT NO.	:		
BANK OFFICER NAME	:		
BANK OFFICER EMAIL	:		
BANK OFFICER PHONE / FAX	:		

SELLER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED; THE RECEIVING BANK CAN BE DIFFERENT TO SENDING BANK.

Dated on this _____

for and on behalf of

Authorized Signature _____

Name :
Title :
Passport No. :
Country of Issue :
Issue Date :
Expire Date :

BUYER'S BANKING COORDINATES

i. BUYER'S BANKING COORDINATES TO ISSUE PAYMENT (MT103) FOR 45% (43%+2%)

BANK NAME:	:		
BANK ADDRESS:	:		
SWIFT CODE:	:		
ACCOUNT HOLDER:	:		
ACCOUNT NO.:	:		
BANK OFFICER NAME	:		
BANK OFFICER EMAIL	:		
BANK OFFICER PHONE / FAX	:		

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ii. **BUYER'S BANKING COORDINATES TO ISSUE MT799 BPU AND RECEIVE MT-760 INSTRUMENT**

BANK NAME:	:	
BANK ADDRESS:	:	
SWIFT CODE:	:	
ACCOUNT HOLDER:	:	
ACCOUNT NO.:	:	
BANK OFFICER NAME	:	
BANK OFFICER EMAIL	:	
BANK OFFICER PHONE / FAX	:	
BG/SBLC BENFICIARY	:	

Dated on this, _____
for and on behalf of XXXXXXXXXXXXXXXXXXXX

Authorized Signature _____
Name :
Title :
Passport No :
Issued Country :
Issued Date :
Expiry Date :

GENERAL PROVISIONS & CONDITIONS:

The Buyer and the Seller do hereby agree and mutually acknowledge to each other as follows:

- i. Parties are not allowed to contact the other Party's bank without express written permission. Any Party attempting to do so will lead to cancellation of this Agreement and invoke the penalties described in Paragraph 16, below. For greater clarity, any telephone calls, facsimile or other prohibited forms of communication shall cause the immediate cancellation of this transaction and incur a liability for damages on the part of the breaching Party.
- ii. After countersign The LOI package by Seller, the LOI becomes a legally binding Contract (Deed of Agreement) between both parties.
- iii. Should any of the Parties, Agreement has been signed, fail to perform or act in a manner forbidden by this Agreement, the failing Party shall indemnify the other Party for an amount equal to 2% of the face value of the SBLC's that are the object of the transaction. One half of the said two percent (2%) shall be paid to the aggrieved Principal and the balance proportionally distributed to all Intermediaries as per Irrevocable Fee Protection Agreement (ANNEX 4). The Intermediaries shall also have

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the right to independently make a legal claim if the aggrieved Principal does not make a claim in any court of jurisdiction against the Party failing to perform.

- iv. As mentioned in the Procedures above, should the Buyer default to pay the purchase price to the Seller as agreed upon confirmation of SBLC MT760 in the Buyer's bank account, Seller will instruct the issuing bank to put a claim on the SBLC thereby obliging the Buyer's Bank to return the SBLC MT760 to the issuing Bank.
- v. As mentioned in the Procedures above, should the Buyer pays the purchase price to the Seller as agreed upon confirmation of SBLC MT760 in the seller's bank account, even then Seller instruct the issuing bank to put a claim on the SBLC then this claim stands null and void and Buyer's Bank will not return the SBLC MT760 to the issuing Bank.
- vi. Each Party warrants and represents that it has full power and authority to enter into this Agreement and to perform the transaction as per the terms stated herein.
- vii. The Parties agree that the Non-Circumvention / Non-Disclosure rules of all issues from the (International Chamber of Commerce) ICC up to and including the latest edition apply and shall remain effective for a period of five years from the date of execution of this Agreement.
- viii. All Information contained herein including banking information and codes are privileged information and represent the sole property of the Party from which they originate.
- ix. The terms of this Agreement are binding upon the Parties whose signatures appear herein. The Parties to this Agreement and their respective employees, agents, associates/affiliates, transferees, assignees or designees agree to be bound by the Non-Circumvention / Non-Disclosure and Force Majeure provisions of the ICC as mentioned in Paragraph 7 herein.
- x. This Agreement is subject to the domestic laws of any country properly having jurisdiction over the subject-matter of this Agreement. The Parties agree that they will strive to resolve all disputes amicably. All disputes arising out of or in connection with the present Agreement that cannot be resolved amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in London, UK, by one or more arbitrators appointed in accordance with the said Rules. The language of Arbitration shall be English and the governing law shall be the law of United Kingdom (England). The arbitration award shall be considered as final and shall be binding upon both Parties. The arbitration fee shall be paid by the losing Party.
- xi. Neither Party may assign, transfer or delegate its interest or duties without prior written consent of the other Party. No modification, amendment or supplement of this Agreement shall be binding unless it is in writing and signed by both the Buyer and the Seller.
- xii. If any provision of this Agreement shall be or become prohibited or invalid under any applicable law, rule or regulation, then such provision shall be deemed ineffective to the extent of such prohibition or invalidity only, without thereby invalidating any of the remaining terms or provisions of this Agreement.
- xiii. Neither Party hereto is making any representation regarding the tax consequences, if any, of the transactions envisaged herein. It is understood that the Buyer and the Seller individually accept responsibility and liability for any/all taxes, imposts, levies, duties or charges that may be applicable in the execution of their respective roles and the discharge of this Agreement.
- xiv. The Buyer and the Seller shall be responsible only for those commissions/fees that they have respectively agreed, in writing, to pay.

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- xv. Each Party shall indemnify and hold harmless the other Party against any and all claims, demands, damages or expenses of any nature arising out of the execution or implementation of this Agreement for a period beginning with the execution of this Agreement and ending three (3) years after the date of the completion of all acts contemplated in this Agreement.
- xvi. The Parties hereby agree that the Parties have entered into this private transaction at their sole discretion and no one Party has solicited the other Party in any way neither it can be considered as the solicitation of funds. This transaction is strictly of a private nature between the private Parties which is being defined by this private Agreement. This transaction does not and shall not be interpreted as the sale of securities as defined by the Securities Act of 1933/34 of the United States of America as amended and/or any other laws of any other nation related to the securities transaction. This transaction/Agreement is exempted from the Securities Act and would not be required to be registered with any authority or with any government body department.
- xvii. This Agreement embodies the entire understanding of the Parties hereto. There are no other Agreement, understandings, representations or warranties, whether written or oral, in effect between the Parties. The Parties acknowledge that this Agreement is the sole governing document between the Parties. The Parties agree that this Agreement supersedes any and all prior correspondence, Agreements or drafts, which shall be null and void and of no further force and effect.
- xviii. All terms, condition and closing procedures of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, legal representative, successor and assigns.
- xix. These documents may be signed in counterparts, which when taken together shall constitute an original. **This document may also be transmitted by facsimile or email and shall be deemed as original** for the purposes of enforceability. The Parties declare that they have read this entire Agreement and have clearly understood the same to its fullest.
- xx. By signing this LOI / DOA, both parties 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 letter of intent.
- xxi.# EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:
- 1-Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and;
 - 2-ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CE-FACT);
 - 3-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.

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xxii. The Buyer hereby acknowledge and confirm that neither the Collateral Provider nor their associates, nor any person on their behalf solicited him/her in any way whatsoever that can be construed to be a solicitation herein. Both parties hereby confirm with full authority that the above terms are agreed and acceptable.

SCHEDULE PROGRAM OF TRANCHE

BUYER'S CODE:

CONTRACT AMOUNT: One Billion Euro (€1,000,000,000.00)

BUYER'S NAME: XXXXXXXXXXXXXXXXXXXXXXXX CO. LTD

SBLC BENEFICIARY: XXXXXXXXXXXXXXXXXXXXXXXX

NB	DATE	No. Of SBLC	SBLC FACE VALUE	TRANCHE TOTAL AMOUNT	BANK	BPU 43% +2%
1		1	Euro 1 Billion	1 Billion		
2						
TOTAL CONTRACT AMOUNT ROLLS & EXTENSIONS			IN WORDING: ONE BILLION EURO (€1,000,000,000.00)			

AGREED AND ACCEPTED BY

This request is hereby issued on this, _____
for and on behalf of XXXXXXXXXXXXXXXXXXXXXXXX CO. LTD

Authorized Signature _____
Name :
Title :
Passport No :
Issued Country :
Issued Date :
Expiry Date :

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CORPORATE INVOICE

CONTRACT AMOUNT : ONE BILLION EURO
(€, 100,000,000.00)
MANDATE / AGENT : MR. XXXXXXXXXXXXXXX
SBLC BENEFICIARY BENEFICIARY : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
BUYER NAME : XXXXXXXXXXXXXXXXXXXXX CO. LTD
ADDRESS : XXXXXXXXXXXXXXXXXXXXXXX

NB	DATE	AMOUNT OF FACE VALUE	% FACE VALUE	% FEES ON FACE VALUE	SALE PRICE WITHOUT FEES
1	SBLC- STANDBY LETTER OF CREDIT	1 BILLION	43%	2%	43%
	ISSUING BY	MATURITY	TERM		FACE VALUE
2		1 YEAR AND 1 DAY	100%		1 BILLION
	AGE	FORMAT	BACKED	TOTAL %	NET PRICE WITH FEES
3	FRESH CUT	ICC UCP # 600	CASH	45%	45%
TOTAL FIRST TRANCHE WITH FEES BY BPU					45%

Dated on this, _____
for and on behalf of

Authorized Signature _____
Name :
Title :
Passport No. :
Country of Issue:
Issue Date :
Expire Date :

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CLIENT INFORMATION SHEET

N B	In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Marketing Commission Circular of December 1998, concerning the prevention of money laundering, the following information may be supplied to banks and/or other Federal Institutions for purposes of verification.		
1	Date:	:	
2	Client Name (Signatory)	:	
3	Citizenship	:	
4	Passport Number	:	
5	Passport Issue /Expire Date	:	
6	Federal ID Number	:	
7	Date of Birth / Date	:	
8	Home Address	:	
9	Home Fax Number	:	
10	Home Telephone Number	:	
11	Cellular Phone Number	:	
12	Email Address	:	
13	Skype Id	:	
14	Business Name	:	
15	Business Address	:	
16	Registered Office	:	

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1 7	Registration Number	:		
1 8	Business Fax Number	:		
1 9	Business Phone Number	:		
2 0	Email Address	:		
2 1	BENEFICIARY BANK NAME	:		
2 2	Branch and Branch Address	:		
2 3	Bank Officer's Name	:		
2 4	Telephone Number(s)	:		
2 5	Fax Number	:		
2 6	Bank Officer Email	:		
2 7	Account Name	:		
2 8	Account Signatory Name	:		
2 9	Account Number	:		
3 0	SWIFT CODE	:		
3 1	Funds available for this transaction in this account	:	More than €EUR 000,000,000.00	
3 2	Total Funds available for this transaction	:	€EUR 000,000,000.00	
3 3	Earnings Fund from	:	BUSINESS	

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3 4	Are funds free and clear?	:	YES	
3 5	Explain as needed	:		
3 6	Lawyer Name	:		
3 7	Lawyers Phone	:		
3 8	Lawyers Address	:		
3 9	Accountants Name	:		
4 0	Accountants Phone	:		
4 1	Accountants Address	:		

Declaration: I hereby swear under penalty of perjury, that CERTAIN BOARD MEMBERS ARE THE SIGNATORIES of the account and that the funds/asset BELONGS TO [---COMPANY NAME---].

The information provided herein is accurate and true. All monies engaged in this transaction are derived from non-criminal origin; and, are good, clean and cleared. The origins of funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action task Force (FATF) 6/01.

Dated on this, _____
for and on behalf of XXXXXXXXXXXXXXXXXXXXXXX

Authorized Signature _____

Name :
Title :
Passport No :
Issued Country :
Issued Date :
Expiry Date :

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STATEMENT OF NON-SOLICITATION OF FUNDS

Date: _____

I, XXXXXXXXXXXXXXXX , as Signatory of buyer company , do hereby confirm that I have requested of you and your organization, specific confidential information and documentation on behalf of myself regarding currently available Project funding to serve only my interest, education, and not for further distribution.

I hereby agree that all information received from you is in direct response to my request, and is not in any way considered or intended to be a solicitation of any sort, or any type of offering, and for my general knowledge only. I hereby affirm under penalty of perjury, that I have requested this information from you and your organization of my choice and free will and further, and that you have not solicited me 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 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 transmission of this document shall be considered a binding and enforceable instrument, treated as original copy. Original may be obtained upon request.

Dated on this, _____
for and on behalf of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Authorized Signature _____
Name :
Title :
Passport No :
Issued Country :
Issued Date :
Expiry Date :

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RESOLUTION OF THE BOARD OF DIRECTORS

COMPANY: XXXXXXXXXXXXXXXXXXXXXXXXXXXX COMPANY INC

Minutes of the meeting of the Board of Directors, held on XX, XXXX 2019 Articles of Incorporation of the Company XXXXXXXXXXXXXXXXXXXX, [ADDRESS].

A special meeting of the Board of Directors of Company (hereinafter referred to as "Corporation") was duly held in accordance with the Articles of Association/By Laws of the Corporation through video conference by Directors of the company.

The meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minute of the Book of the Corporation.

It was unanimously resolved to utilize funds/assets in deposit at [BANK NAME] for an investment opportunity.

Additionally it was unanimously resolved, that Mr. XXXXXXXXXXXXX , CEO of the Corporation is authorized signatory of the funds/assets on deposit, is authorized to use corporate bank accounts, to enter into instrument and fee agreements as necessary, to make selections as to which investment will suit best the placement of these funds/assets so as to assure the anticipated financial returns and to receive and distribute all profits from the investment.

The necessary authority and powers required to undertake these tasks and responsibilities are hereby granted to:

Name :
Passport No. :
Country of Origin :

It is therefore, unanimously resolved that the appointed officer and director shall have the authority to negotiate all details and sign the final contract with the officer representing the investment and bank officers.

There being no further business, the meeting was declared adjourned, and in witness thereof, the directors signed below on the date first written above.

Signed and sealed this _____
for and on behalf of XXXXXXXXXXXXXXXXXXXX

Authorized Signature _____
Name :
Title :
Passport No :
Issued Country :
Issued Date :
Expiry Date :

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AUTHORIZATION TO VERIFY FUNDS

DATE:

TO:

RE: Authorization to Verify

INVESTOR TRANSACTION CODE: XXXXXXXXXXXXXXXX

Know all men, by these that I, XXXXXXXXX, at the address shown above, give you clear notice that you have my direct permission and full authority to do all matters necessary to confirm, verify, and authenticate my beneficially owned cash funds and/or application asset(s) and its associated good standing account status, in an amount of XXX MILLION (€ XX,000,000.00). The below stated beneficially owned account is of good, clean, and cleared cash funds obtained via legal means, and is currently available at the bank coordinates below:

Cash /Credit line Amount : More than Euro XXX million.

Bank Name :

Bank Address :

Account Name :

Account Number :

Account Signatory :

BANK Officer & Title :

COPY OF THIS AUTHORIZATION WILL BE LODGED AND PRESENTED TO MY BANK OFFICER. In witness hereof I, XXXXXXXXX, hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date: XXXXXX

For and on behalf of: CLIENT NAME

Signature: _____ SEAL OF COMPANY

Name / Title:

Company:

Passport Number:

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BUYER CERTIFICATE OF PROOF OF FUND (BCL)

Date:
Ref:
To:

WE, NAME OF BANK, LOCATED AT, XXXXXXXXXXXXXXXXXXXXXXXXXXXX, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT OUR CLIENT, XXXXXXXXXXXX, HAS A TOTAL CAPITAL OF XX MILLION USD (\$XX,000,000.00) AND LINE OF CREDIT FACILITY OF \$ XX MILLION USD (\$XX,000,000.00).

WE FURTHER CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY, WILLING, AND ABLE TO RECEIVE AND FUND AN MT760 SBLC AS OUTLINED IN THE DEED OF AGREEMENT WITH TRANSACTION CODE XXXXXXXXXXXXXXXXXXXX TO BE EXECUTED BETWEEN THE PARTIES.

BELOW IS THE OFFICIAL BANK ACCOUNT INFORMATION FOR THIS ACCOUNT:

BANK NAME:
BANK ADDRESS:
ACCOUNT NAME:
ACCOUNT SIGNATORY:
BANK OFFICER NAME:
BANK OFFICER PHONE
BANK OFFICER EMAIL:

FOR AND BEHALF OF:

BANK OFFICER #1
TITLE:
PIN:

BANK OFFICER #2
TITLE:
PIN:

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BANK PAYMENT UNDERTAKING (BPU) VIA MT799 SWIFT

FROM:
BANK NAME:
BANK ADDRESS:
SWIFT CODE:
BANK OFFICER:
AMOUNT:
ACCOUNT NAME:

TRANSACTION CODE:

TO:
BANK NAME:
BANK ADDRESS:
ACCOUNT NAME:
ACCOUNT NUMBER:
BIC (SWIFT):
BANK OFFICER:
BANK PHONE NO:
BANK OFFICER E-MAIL:

TRANSACTION CODE:

DEAR SIRs,

WE, XXXXXXX BANK LIMITED, REPRESENTED BY THE UNDERSIGNED OFFICERS, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY, THAT WE IRREVOCABLY HOLD FOR OUR CLIENT, xxxxxxxxxxxxxxxx, UNDER ACCOUNT NUMBER: xxxxxxxxxxxxxx CASH FUNDS AMOUNTING TO €xxx,000,000.00 (EURO xxx MILLION), PRESENTLY HELD UNDER CUSTODY WITH OUR BANK, IN FAVOR OF xxxxxxxxxxxxxxxxxxxxxxxx.

WE FURTHER CONFIRM THAT THESE FUNDS ARE GOOD, CLEAN, CLEARED UNITED OF NON- CRIMINAL ORIGIN AND ARE FREE OF ANY LIEN AND ENCUMBRANCES AND WE HAVE PLACED AN ADMINISTRATIVE BLOCK ON THESE FUNDS IN FAVOR OF xxxxxxxxxxxxxx FOR THEIR BENEFIT FOR A PERIOD OF THIRTY (30) BANKING DAYS OR UNTIL THE TRANSACTION IS COMPLETED AS CONTAINED IN CONTRACT WITH TRANSACTION CODE NO:xxxxxxxxxxxxx AND THE FUNDS WILL REMAIN UNENCUMBERED DURING THIS PERIOD.

ONCE IS INSTRUMENT ISSUED AND DELIVERED AS PER CONTRACT TRANSACTION CODE: xxxxxxxxxxxxxxxxxxxxxxxx. WE WILL TRANSFER THIS FUND TO YOUR ACCOUNT AS PER CONTRACT TERMS AND CONDITION.

FOR AND ON BEHALF OF

(NAME AND ADDRESS OF THE ISSUING BANK)

BANK OFFICER #1

BANK OFFICER #2

PIN #

PIN #

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ANNEX 3 - SWIFT MT760 DELIVERY SBLC VERBIAGE TEXT **(RECEIVING BANK APPROVED VERBIAGE)**

RECEIVER'S BANK DETAILS :
BANK NAME :
BANK ADDRESS :
SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BANK OFFICER :
SENDER'S BANK DETAILS :
BANK NAME :
BANK ADDRESS :
BANK ACCOUNT NAME :
BANK SWIFT CODE :
BANK ACCOUNT NO. :
BANK OFFICER :
SBLC DETAILS :
SBLC No :
CURRENCY :
AMOUNT :
DATE OF ISSUE :
DATE OF MATURITY :
PLACE OF ISSUE :
BENEFICIARY :
TRANSACTION CODE :

TRANSACTION NO: XXXXXXXXXXXXX

FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS STAND BY LETTER OF CREDIT/ BANK GUARANTEE TO THE ORDER OF /ASSIGNS AS THEIR INTERESTS MAY APPEAR, THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF XXX,000,000.00 (IN WORDS) IN THE LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA, UPON SURRENDER AND PRESENTATION OF THIS BANK GUARANTEE AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE OF THIS SBLC/BG.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS SBLC/BG IS CASH-BACKED, FREELY TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE.

THIS SBLC/BG IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 600, 2010 REVISION.

THIS SBLC/BG SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

FOR AND ON BEHALF OF (NAME AND ADDRESS OF ISSUING BANK)
BANK OFFICER 1
TITLE (PIN)

BANK OFFICER 2
TITLE (PIN)

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

ANNEX 4 - IRREVOCABLE FEE PROTECTION AGREEMENT **BUYER TO PAY TWO (2%) COMMISSION TO BOTH SIDE INTERMEDIARIES**

Irrevocably and unconditionally, without protest, demand, MR. XXXXXXXXXXXXXXXX , CEO of XXXXXXXXXXXXXXXX CO. LTD. the undersigned, promise and guarantee to pay commission 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 said commission shall be paid upon the successful closing of each and every tranche concurrently with each payment of the instruments purchased by us. Further, the said commission shall be paid in good, clean clear and unencumbered Euros and delivered, via wire transfer, to your designated bank account coordinates.

This “Fee Agreement-Pay Order” is unconditional, assignable and divisible. This “Fee Agreement-Pay Order” shall endure to the benefit of the beneficiaries and their respective heirs, administrators, successors and assigns, as the case may be, and shall be binding and enforceable upon us, our successors and assigns as the case may be, until this transaction, including any renewals, extensions and additions are fully completed.

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document.

Generally recognized international standards of non-circumvention and non-disclosure are applicable for a period of five (5) years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those and even if signed separately, is incorporated hereto by reference.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement constitutes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated codes, (*the buyer’s code :XXXXX & Transaction Code: xxxxxxxxx be provided by the buyer*) 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, to wit, Buyer, Seller and Beneficiaries. This transmission via facsimile will be accepted as an original and I confirm that I have full personal and corporate authority to execute this Pay Order.

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:

BUYERS CODE:

SELLERS CODE:

Irrevocable Fee Protection/Irrevocable Pay order for commission of **Two Percent (2%)** of the face value from each and every tranche of this transaction, including any rolls or extensions, to be paid to as follows:

TOTAL COMMISSION OF TWO [2.0%] PERCENT WILL BE SHARED BETWEEN FOLLOWING BENEFICIARIES WITH ROLLS AND EXTENSIONS

THE BUYER'S BANK COORDINATE FOR PAYMENT OF COMMISSION

PAYER NAME	:	
COMPANY NAME	:	
BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT HOLDER	:	
ACCOUNT NO.	:	
BANK OFFICER NAME	:	
BANK OFFICER EMAIL	:	
BANK OFFICER PHONE /	:	

SELLER'S MANDATE: ONE PERCENT (1%) OF FACE VALUE INCLUDING ROLLS, EXTENSION AND ADDITIONS

BANK NAME:	CLOSED
BANK ADDRESS:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	
SWIFT CODE:	
BANK PHONE NO.:	
E-MAIL ADDRESS	

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:

BUYERS CODE:

SELLERS CODE:

**BUYER'S MANDATE: ONE PERCENT (1%) OF FACE VALUE INCLUDING ROLLS,
EXTENSION AND ADDITIONS**

BENEFICIARY	
BENEFICIARY PASSPORT	
BANK NAME	
BANK ADDRESS	
ACCOUNT NAME	
ACCOUNT NUMBER	
ACCOUNT SIGNATOTY	
SWIFT CODE	
IBAN NO.	
BANK OFFICER	
BANK EMAIL	
BANK TELEPHONE/FAX	

SIGNING PAGE

FOR ON BEHALF THE BUYER

Dated on this, _____

Authorized Signature _____

Name :

Title :

Passport No :

Issued Country :

Issued Date :

Expiry Date :

FOR ON BEHALF THE SELLER

Dated on this, _____

Authorized Signature _____

Name :

Title :

Passport No. :

Country of Issue:

Issue Date :

Expire Date :

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

BUYER COPY OF COLOR PASSPORT

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

BUYER /CLIENT CERTIFICATE OF INCORPORATION

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

BUYER /CLIENT CERTIFICATE OF PROOF OF FUNDS

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

BUYER /CLIENT CERTIFICATE OF TAX IDENTITY

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

SELLER COLOR PASSPORT COPY

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

SELLER CERTIFICATE OF INCORPORATION

[BUYER LETTER HEAD]

ADDRESS
ADDRESS

TRANSACTION CODE:
BUYERS CODE:
SELLERS CODE:

“Accepted and agreed without change
(Electronic signature is valid and accepted as hand signature)”

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

1. **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)**;

2. **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** instrument.

The Buyer
For and on behalf of _____

Authorized Signature
Name :
Title :
Passport No :
Issued Country :
Issued Date :
Expiry Date :

The Seller
For and on behalf of _____

Authorized Signature
Name :
Title :
Passport No. :
Country of Issue:
Issue Date :
Expire Date :