

DEED OF AGREEMENT

CLIENT NAME: XXX

PURCHASE BANK INSTRUMENT BG SBLC

FACE VALUE : €\$500 Million EUR USD

TICK CHOICE OF BANK HSBC BARCLAYS DEUTSCHE BANK

PURPOSE OF THE INSTRUMENT: CREDIT FACILITY/TRADE

This Agreement is made and enter into the date Wednesday, 27 November 2019, by and between the party described below:

WHEREAS. The **BUYER** desires to BUY Bank Instrument or Guarantees from the Bank Instrument PROVIDER. BUYER confirms with full corporate and legal responsibility that funds are available to fulfill the requirements for the Purchase of this instrument and BUYER further confirms to cooperate with the PROVIDER.

WHEREAS. The **PROVIDER** desires to sell, transfer and assign all rights, title and interest of the Guarantee to the BUYER. PROVIDER represents and warrants that it has the ability and resources to arrange through associates, contacts and sources, with full corporate responsibility, financial instruments per the terms of assignments to be provided to BUYER. PROVIDER hereby declares under penalty of perjury that the Bank Instrument will be backed by funds that are good, clean, clear, and free of non criminal origin, the Guarantee will be free and clear of all liens, encumbrances and third party interests.

NOW THEREFORE, the BUYER has agreed to BUY the Guarantees at total of (38+2)% of Face Value (plus) (2%) intermediary fees for the instruments requested and PROVIDER has agreed to sell the Guarantees to BUYER and both Parties hereby agree to the following terms below:

Instrument Type:	PURCHASE SBLC or BG (<i>please specify which one</i>), Cash Backed
Price/ Commission	38% of Full Face Value + 4% commission (38+4)%
Total Face Value:	€\$500m (five hundred million)
1St Tranch	500 million with extensions if
Issuing Bank:	HSBC BANK / DEUTSCHE BANK
Validity:	FIVE YEARS
Payment Schedule:	Within Three (03) Banking days after verification and authentication of the SWIFT MT760, the Provider will receive 38% of the Face Value + 4% commission for Intermediaries /Brokers as stated in the "Fee Agreement".
Delivery Bank:	SWIFT MT760 & Original Hard Copy By Bank Bonded Courier
Payment Mode:	MT103 or Bank Wire – After verification and authentication of SBLC

Transaction Procedure

Buyer submits Compliance info for Due Diligence:

- a. Client Information Sheet (CIS)
- b. Corporate Resolution (CR)
- c. Non-Circumvention and Non-Disclosure Agreement (NCND)
- d. Company info; Colour Copy of Passport
- e. Proof of Funds/Bank Statements

1. PROVIDER requests above compliance info to conduct Due Diligence. Buyer submits above info or attach them to DOA and sends back to PROVIDER.
2. Upon successful checks with Underwriters; PROVIDER approves the bank operations and sends an MOU and/or countersigned Deed of Agreement, (DOA) to the BUYER, with PROVIDER's full corporate and bank Info; Agreement automatically becomes a full recourse commercial contract.
3. Within 2 days of receiving the signed contract, the Buyer shall instruct the receiving bank to issue "Bank Comfort Letter" to the Issuer's designated bank OR to Provider.
4. PROVIDER initiates the process of Security Registration/ Title transfer to BUYER's name; Upon approval copies are sent to both parties for confirmation.
5. At same time, PROVIDER sends, endorsed **Corporate Refund Undertaking Letter and Invoice for Guarantee Registration & Bank Transmission costs,** to the BUYER, guarantying to refund to the BUYER any cost incurred by BUYER, in the event of failure of PROVIDER to deliver their obligations in line with Agreement terms.
6. BUYER makes payment by direct wire transfer to the PROVIDER'S Bank Coordinates, for the Transmission charges to send MT760 via SWIFT Network.
7. Within 2 banking day after confirmation of receipt of the Bank Transmission charges for sending the bank instrument; PROVIDER issuer bank sends SWIFT MT799/MT760 to BUYER bank (Beneficiary bank); and send copies to BUYER for confirmation. Upon confirmation of the MT760 by BUYER's bank; Buyer pays (38+2)% Purchase Fees plus other agreed Intermediary fees (2%)
8. Within 3 banking days, after PROVIDER confirms the Purchase fees in their account, PROVIDER'S bank will deliver the HARD COPY to BUYER'S bank by bank bonded courier service.
9. Any unauthorised calls by any party or its representative lawyers to probes or communication in an improper way to bank(s) in this transaction shall be prohibited and contract terminated.

Bank Transmission/ Guarantee Registration Fees to send MT760 Guarantee
BANK TRANSMISSION FEE FOR USD/EUR 20M TO USD/EUR 100M IS USD/EUR 70,000.00
BANK TRANSMISSION FEE FOR USD/EUR >100M TO USD/EUR 350M IS USD/EUR 140,000.00
BANK TRANSMISSION FEE FOR USD/EUR >350M TO USD/EUR 500M IS USD/EUR 250,000.00

BANK TRANSMISSION FEE FOR USD/EUR 20M TO USD/EUR 100M IS USD/EUR 70,000.00
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BANK TRANSMISSION FEE FOR USD/EUR >350M TO USD/EUR 500M IS USD/EUR 250,000.00

BUYER'S OBLIGATIONS:

The Buyer, with full corporate and legal responsibilities, and under penalty of perjury, confirms that he is fully aware of his financial ability and facilities with his bank when signing this LOI and/or other agreements and documents with the Provider.

PROVIDER'S OBLIGATIONS:

The Provider with full corporate and legal responsibilities, and under penalty of perjury, confirms that Provider is fully aware of the commitment of the Instruments when countersigning this LOI.

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

PENALTY CLAUSE FOR NON-PERFORMANCE:

Should any of the signatory Parties herein fail to perform according to the terms and as required by this contract, once signed, then, the failing Party shall indemnify the aggrieved Party for an amount of **1%**. The distribution of the penalty shall be **1.0%** to the aggrieved signatory Party of the contract.

NON-SOLICITATION:

The BUYER hereby confirms and declares that the PROVIDER, its associates or representatives or any person or persons on its behalf has/have never ever solicited the BUYER, 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 and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this 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 entitled to recover reasonably attorney fees and costs.