**DEED OF AGREEMENT**

DATE:

TRANSACTION CODE:

This agreement is made and entered into this day MM/DD/YYYY, by and between the parties described below:

**THE PROVIDER**

|  |  |
| --- | --- |
| Corporate Name |  |
| Mailing Address |  |
| Represented by |  |
| Designation |  |
| Passport No. |  |
| Nationality |  |
| Email Address |  |
| Mobile Number |  |

and

**THE APPLICANT**

|  |  |
| --- | --- |
| Corporate Name |  |
| Mailing Address |  |
| Represented By |  |
| Designation |  |
| Passport No. |  |
| Nationality |  |
| Email Address |  |
| Mobile Number |  |
|  |  |

**WHEREAS.** The APPLICANT desires to acquire a Bank Guarantee / Standby Letter of Credit (BG/SBLC) from the PROVIDER. APPLICANT confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the acquisition of this instrument is ready and APPLICANT further confirm to cooperate with the PROVIDER.

**WHEREAS**. The PROVIDER desires to release, transfer and assign all rights title and interest of the BG/SBLC available to it to the APPLICANT. PROVIDER represents and warrants that it has the ability and resource to arrange through associates, contracts and sources, with full corporate responsibility, financial instrument in the term of assignments to be provided to APPLICANT. PROVIDER hereby declares under penalty of perjury that the BG/SBLC will be backed by funds that are good, clean, clear, and free of non-criminal origin, the BG/SBLC will be free and clear of all liens, encumbrances and third party interests

**NOW THEREFORE**, The APPLICANT has agreed to acquire the Bank Guarantee / Standby Letter of Credit (BG/SBLC) at X.0% of Face Value (Depending on the amount of face value) for the instrument requested while the PROVIDER has agreed to issue the Bank Guarantee / Standby Letter of Credit (BG/SBLC) and both Parties hereby agree to the following:

**TRANSACTION DESCRIPTION:**

1. Instrument: Bank Guarantee (BG) or Standby Letter of Credit (SBLC)

2. Total Face Value: Euro/USD 1,000,000.00 – Euro/USD 5,000,000,000.00

3. Issuing Bank: HSBC Bank London, Barclays Bank London, Deutsche Bank AG

Frankfurt

4. Age: One Year and One Day (With the option of Rolls and Extension)

5. Issuance Fee: Based on the Face Value of BG/SBLC Plus (0.5% + X%) Commission.

1M – 20M: 3.0% + (0.5% + X%) = 3.5% + X%

21M – 100M: 2.5% + (0.5% + X%) = 3.0% + X%

101M – 500M: 2.0% + (0.5% + X%) = 2.5% + X%

501M – 1B: 1.5% + (0.5% + X%) = 2.0% + X%

1B – 5B: 1.0% + (0.5% + X%) = 1.5% + X%

6. Delivery: Bank to Bank Swift MT799 and/or MT760

7. Payment: MT103

8. Hard Copy: By Bank Bonded Courier within 7 banking days after delivery of Swift.

**TRANSACTION PROCEDURE:**

1. PROVIDER and APPLICANT execute, sign and initial this Deed of Agreement, which thereby automatically becomes a full commercial recourse contract to be lodged by both parties for initiation of Swift Transmission.
2. Within Three (3) Banking Days after both parties sign the Agreement, PROVIDER will issue a Notarized signed and sealed Corporate Refund Recourse Undertaking duly endorsed by the issuing bank to the APPLICANT guarantying to refund to the APPLICANT all cost incurred by APPLICANT as the Bank Transmission, Administrative & Handling charges for the transmission of the Pre-Advice via Swift MT799 or BG/SBLC via Swift MT760 or both after due execution of the contract and in case of failure on the PROVIDER's side the Notarized signed and sealed Corporate Refund Recourse Undertaking guarantees that the PROVIDER refunds completely the transmission/administrative fees in addition to a the penalty for failure of performance being 1% of the Total Face Value of the BG/SBLC.
3. Within three (3) working days after the APPLICANT receives from the PROVIDER, the Countersigned Contract alongside the signed and sealed Corporate Refund Recourse Undertaking, the APPLICANT will make payment of the Bank Transmission, Administrative & Handling Charges for the Pre-Advice via Swift MT799 or BG/SBLC via Swift MT760 or both by direct wire transfer into the PROVIDER’s provided Bank Coordinates to receive Fees in the amount of Euro/USD XX,000.00.
4. Within two (2) banking days after confirmation of receipt of payment of the Bank Transmission, Administrative & Handling Fees for the Pre-Advice via Swift MT799 or BG/SBLC via Swift MT760 or both in PROVIDER’s bank account, the PROVIDER will deliver the Pre-Advice and/or BG/SBLC via Bank to Bank confirmation of Swift MT799 and/or MT760 to the APPLICANT’s Banker including the hard copy of the BG/SBLC via bank bonded courier in Seven (7) banking days.
5. APPLICANT sends out issuance fees by Swift MT103 to the PROVIDER deducting the initially paid bank transmission/administrative fees and the brokers their commission fees (0.5 +X) % of total Face Value by wire transfer within Thirty (30) days upon delivery, confirmation and verification of BG/SBLC by MT760 in the APPLICANT’s nominated account and BG/SBLC hard copy in the APPLICANT’s nominated bank.
6. Should the APPLICANT not deduct the bank transmission/administrative charges from issuance fees paid, the PROVIDER shall refund bank charges to APPLICANT by direct wire transfer within three (3) banking days upon payment of the issuance fees.
7. Any unauthorized 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.

Should the APPLICANT default to pay the issuance fees to the PROVIDER and the brokers commission fees as agreed after Thirty (30) banking days of confirmation of BG/SBLC MT760 in APPLICANT's bank account, PROVIDER will instruct the issuing bank to put a claim on the BG/SBLC thereby forcing the APPLICANT's bankers to return the BG/SBLC MT760 to the issuing Bank.

**SCHEDULE OF BANK TRANSMISSION/ADMINISTRATIVE FEES FOR PREADVICE MT799 AND/OR BG/SBLC (MT760/MT799)**

|  |  |
| --- | --- |
| **BG/SBLC Face Value**  **(USD/EURO)** | **Bank Transmission/Administrative Fees**  **(USD/EURO)** |
| 1M – 20M | 25,000.00 |
| 21M – 50M | 35,000.00 |
| 51M – 100M | 55,000.00 |
| 101M – 250M | 75,000.00 |
| 251M – 999M | 100,000.00 |
| 1B – 5B | 120,000.00 |
| 5B and above (In Tranches of 5B each) | 150,000.00 |

**NON-SOLICITATION**

The APPLICANT 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 APPLICANT, 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 they shall pay 1% as penalty.**

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, Storm, Nuclear Accident or Other Disasters; Any other cause(s) 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.

**ELECTRONIC DOCUMENT TRANSMISSIONS (EDT)**

EDT shall be deemed valid and enforceable in respect of any provisions of this Agreement. As applicable, this Agreement shall be: 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 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.

**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 entitles to recover reasonably attorney fees and costs.

**FOR AND ON BEHALF OF THE PROVIDER**

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

Signature and Stamp/Seal

Name :

Designation :

Director ID :

Passport # :

Nationality :

Issue Date :

Expiry Date :

PROVIDER’s International Passport (Attached as Appendix A)

**FOR AND ON BEHALF OF THE APPLICANT**

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

Signature and Stamp/Seal

Name :

Designation :

Passport # :

Nationality :

Issue Date :

Expiry Date :

APPLICANT’s International Passport (Attached as Appendix B)

The PROVIDER and APPLICANT agree to the following banking co-ordinates pertaining to the agreement herein above stated:

**PROVIDER’S BANKING CO-ORDINATES TO ISSUE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799 AND/OR MT760**

|  |  |
| --- | --- |
| **BANK NAME** | HSBC BANK PLC / BARCLAYS BANK PLC / STANDARD CHARTERED BANK / DEUTSCHE BANK, FRANKFURT |
| **BANK ADDRESS** |  |
| **ACCOUNT NAME** |  |
| **ACCOUNT NUMBER** |  |
| **IBAN NUMBER** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |

**PROVIDER’S BANKIING CO-ORDINATES TO RECEIVE BANK TRANSMISSION / ADMINISTRATIVE FEES AND ACQUISITION FEES**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT**  **BENEFICIARY NAME**  **SPECIAL INSTRUCTION** |  |
| **ACCOUNT NUMBER** |  |
| **SWIFT CODE** |  |

**PROVIDER RESERVES the right TO USE ANY BANK ACCOUNT TO RECEIVE BANK TRANSMISSION/ADMINISTRATIVE FEES OR ACQUISITION FEES TO SMOOTHEN TRANSACTION OPERATION (IT IS OUR BANK REGULATIONS AND PROCEDURE).**

**PROVIDER AND APPLICANT reserves the right to change the bank coordinates stated herein at anytime by providing written request to the undersigned.**

**APPLICANT’S BANK CO-ORDINATES TO RECEIVE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799 AND/OR MT760**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT HOLDER** |  |
| **ACCOUNT NUMBER** |  |
| **SWIFT CODE** |  |
| **SIGNATORY NAME** |  |

**APPLICANT’S BANK CO-ORDINATES TO PAY FEES**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT HOLDER** |  |
| **ACCOUNT NUMBER** |  |
| **SWIFT CODE** |  |
| **SIGNATORY NAME** |  |

**APPLICANT RESERVES THE RIGHT TO USE ANY BANK COORDINATE TO PAY FEES AND RECEIVE THE BG/SBLC VIA MT799 AND/OR MT760. (IT’S OUR BANK REGULATIONS AND PROCEDURE).**

**APPENDIX A**:

PROVIDER’S INTERNATIONAL PASSPORT & INCORPORATION CERTIFICATE

**APPENDIX B**:

APPLICANT INTERNATIONAL PASSPORT

**“EXHIBIT a”**

**SAMPLE REFUND UNDERTAKING LETTER FOR BANK CHARGES FROM THE PROVIDER**

(Text may vary in substance but the essential undertaking must be maintained)

Transaction Code : xxx 00/00/2018.

Attn : XXX CLIENT NAME XXX

XXX CLIENT ADDRESS XXX

Dear Sir,

Subject: Irrevocable Corporate Refund Undertaking

We hereby confirm with full corporate responsibility under penalty of perjury that we are ready, Willing and able to deliver a Fresh Cut BG or SBLC for total face value of $€00,000,000.00 (AMOUNT IN WORD) from our issuing BANK <Name & Address of BG /SBLC Issuing Bank>, as agreed in the Deed of Agreement to your bank coordinates with <ACCOUNT Name & ACCOUNT NUMBER of BG/SBLC FROM RECEIVING Bank>, within 48hours upon confirmation of your wire transfer of $€00,000.00 (AMOUNT IN WORD) being the BANK TRANSMISSION, ADMINISTRATIVE AND HANDLING CHARGES to deliver BY SWIFT MT799 FOLLOWED BY MT760 OR BY DIRECT MT760 to your nominated bank account for authentication and verification before delivery of hard copy via bank bonded courier service to your bank address which is contained in our deed of agreement. kindly re-confirm your receiving bank account information below.

APPLICANT’s Banking Coordinates to RECEIVE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799/MT760.

BANK NAME : xxx

BANK ADDRESS : xxx

ACCOUNT NAME : xxx

ACCOUNT NUMBER : xxx

BANK OFFICER : xxx

SWIFT CODE : xxx

We however, agree to refund immediately to you the $€00,000.00 (AMOUNT IN WORD) at the end of the transmission of mt760 WITHIN 3 BANKING DAYS AFTER payment of ISSUANCE fees as stated in the contract or you can adjust this amount while making the payment of ACQUISITION fees. if our banker fails to deliver to your bank account the electronic copy of bg via swift mt760 with 72hours upon confirmation of your DIRECT wire transfer payment for the bank transmission fees into our bank account stated beloW AND/OR IF THE DELIVERED SWIFT MT760 FAILS THE VERIFICATION OF YOUR BANK, we will immediately refund total amount paid for transmission fees into your bank account In ADDITION TO A the penalty for failure of performance being 1% of the total face value of BG/SBLC.

We have given our corporate instruction to our issuing bank to refund the bank transmission fees by lodging a copy of this undertaking along with the contract. our issuing bank has endorsed this letter of undertaking as a token of their confirmation.

PROVIDER’s Banking Coordinates for issuing THE INSTRUMENT VIA SWIFT MT799/MT760 (ALSO FOR REFUND).

BANK NAME : xxx

BANK ADDRESS : xxx

ACCOUNT NAME : xxx

ACCOUNT NUMBER : xxx

IBAN NUMBER : XXX

SWIFT CODE : xxx

BANK OFFICER : XXX

PROVIDER’s Banking Coordinates TO RECEIVE bank transmission/ADMINISTRATIVE fees.

BANK NAME : xxx

BANK ADDRESS : xxx

ACCOUNT NAME : xxx

ACCOUNT NUMBER : xxx

SWIFT CODE : xxx

For and on behalf of:

PROVIDER SIGNATURE BANK OFFICER SIGNATURE NOTARY OFFICER SIGNATURE

PROVIDER NAME BANK OFFICER NAME NOTARY OFFICER NAME

**“EXHIBIT b”**

**SAMPLE SWIFT MT-199 OR 799 FROM ISSUING BANK TO BUYER BANK**

(Text may vary in substance but the essential undertaking must be maintained)

**FROM**

BANK NAME:

BANK ADDRESS:

BANK TEL:

BANK FAX:

BANK OFFICER NAME:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NO:

**TO**

BANK NAME:

BANK ADDRESS:

BANK TEL:

BANK FAX:

BANK OFFICER NAME:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NO:

trANSACTION CODE:

AMOUNT:

CURRENCY:

BENEFICIARY:

FOR VALUE RECEIVED, WE, ----- {NAME OF ISSUING BANK} -----, AT ----- {FULL BANK ADDRESS}-----, HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL AND NEGOTIABLE BG /SBLC NO : --------- IN FAVOUR OF \_\_\_\_\_\_\_\_\_\_\_\_ THE BENEFICIARY XXXXXXXXXX FOR THE AMOUNT OF XXX AMOUNT IN WORD {$ EUR00,000,000.00}, VALID FOR ONE (1) YEAR AND ONE (01) DAYS AND DUE FOR PAYMENT AT MATURITY ON \_\_\_\_\_\_\_\_\_\_ {1 YEAR + 1 DAY MATURITY DATE FROM ISSUING DATE} \_\_\_\_\_\_\_\_\_\_\_\_\_

WE  HEREBY IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE  TO PAY IN FULL  AGAINST THIS BG/SBLC AT MATURITY, WITHOUT  ANY PROTEST, DELAY OR OBJECTION, THE SUM OF XX $ OR EUR $€00,000,000.00 TO THE  ORDER  OF XXXXXXXXXX THE BENEFICIARY’S THE APPLICANT OR HOLDER  THEREOF AT MATURITY. SUCH PAYMENT SHALL BE MADE FREE AND CLEAR OF ANY DEDUCTIONS CHARGES, FEES OR WITHHOLDING, UPON RECEIVING BENEFICIARY’S FIRST DEMAND VIA BANK WIRE SYSTEM  AND SURRENDER OF THIS BG/SBLC NO: -------------- AT THIS BANK AT MATURITY DATE.

THIS BG/SBLC IS TRANSFERABLE AND ASSIGNABLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT PAYMENT OF ANY FEES.  WE HEREBY ENGAGE WITH YOU THAT THE DEMAND MADE UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS BG/SBLC, SHALL BE DULY HONOURED ON DUE PRESENTATION TO US. THE DEMAND HEREUNDER MUST BE MARKED “DRAWN UNDER BG/SBLC NO: -------- DATED,\_\_\_\_\_\_\_\_\_{GUARANTY ISSUE DATE}

THIS BG/SBLC IS CONSTRUED, GOVERNED AND ISSUED IN ACCORDANCE WITH THE RULES, REGULATIONS AND PRACTICES AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE {ICC}, PARIS, FRANCE, PUBLICATION 500, LATEST REVISION.

THIS SWIFT IS OUR VALID AND OPERATIVE INSTRUMENT. NO MAIL CONFIRMATION WILL FOLLOW. ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

Please confirm you are ready to receive and fund this bank instruments with good, clean and non-criminal origin funds.

For and on Behalf of

<Name of Issuing Bank>

<Address of Issuing Bank>

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

Authorized Bank Officer 1 Authorized Bank Officer 2

<Name, Title, PIN Code> <Name, Title, PIN Code>

**“EXHIBIT c”**

**SAMPLE SWIFT MT-760 FROM ISSUING BANK TO BUYER BANK**

(Text may vary in substance but the essential undertaking must be maintained)

**FROM**

BANK NAME:

BANK ADDRESS:

BANK TEL:

BANK FAX:

BANK OFFICER NAME:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NO:

**TO**

BANK NAME:

BANK ADDRESS:

BANK TEL:

BANK FAX:

BANK OFFICER NAME:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NO:

BANK GUARANTEE NO.:

AMOUNT / CURRENCY:

ISSUED DATE:

MATURITY DATE:

APPLICANT: XXXXXXXXXXXXXX

BENEFICIARY: XXXXXXXXXXXXXX

FOR VALUE RECEIVED WE THE UNDERSIGNED, HSBC BANK PLC, ADDRESS AT 8 CANADA SQUARE E14 5HQ LONDON UK, HEREBY IRREVOCABLY, UNCONDITIONALLY AND WITHOUT PROTEST OR NOTIFICATION ON FIRST DEMAND, PROMISE TO PAY AT MATURITY TO THE ORDER OF \_\_\_\_\_\_\_\_\_\_\_ THEREOF, THE SUM OF XXXXXXXXXXXXX (XXXXXXX MILLION XXX) IN THE LAWFUL CURRENCY OF THE EUROPEAN UNION/UNITED STATES DOLLARS UPON PRESENTATION AND SURRENDER OF THIS GUARANTEE AT THE OFFICE OF HSBC BANK PLC.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF AND SHALL BE UNENCUMBERED FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES OR WITH HOLDING OR ANY NATURE NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS GUARANTEE IS FULLY CASH BACKED WITH FUNDS ON DEPOSIT THAT ARE GOOD, CLEAN, CLEARED OF NON-CRIMINAL ORIGIN, FREE OF ANY LIENS OR ENCUMBRANCES LEGALLY EARNED BY THE APPLICANT. THIS BANK GUARANTEE IS UNCONDITIONAL, TRANSFERABLE, ASSIGNABLE, DIVISIBLE AND CONFIRMED WITHOUT PRESENTATION OF IT TO US AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED KINGDOM.

THIS BANK GUARANTEE IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR BANK GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE - PARIS - FRANCE, LATEST REVISION OF PUBLICATION 758.

THIS IS AN OPERATIVE INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW.

For and on behalf of:

XXX ISSUING BANK XXX

XXX ISSUING BANK ADDRESS XXX

BANK OFFICER 1 BANK OFFICER 2

TITLE (PIN) TITLE (PIN)

**FEE PROTECTION AGREEMENT**

Both PROVIDER and APPLICANT agree that the PROVIDER’s and APPLICANT's agents are entitled to 0.5% + X% of the BG/SBLC Face Value as commission fees. These commission fees will be shared between the PROVIDER’s and APPLICANT’s agents as specified here below.

The parties agree that the commission fees stated are compensation for services rendered and are irrevocably and unconditionally guaranteed to be paid by the APPLICANT to the agents and intermediaries listed in this FPA by wire transfer simultaneously with the APPLICANT’s payment of **X%** of the face value of the \*BG/SBLC as selling fee to the PROVIDER for every tranche and/or transaction of the \*BG/SBLC. The commission fees will be free of legal impediment and free of any deductions, excluding bank transfer fees, for this and all subsequent transactions between the parties.

In consideration of the mutual benefits to be derived by the associates or affiliated individuals, agents, companies, designees, trustees or executors, it is understood and agreed that the parties hereto are mutually desirous of effecting this business transaction in co-operation with one another for their mutual benefit and all signatory parties agree to abide by the following terms and conditions:

1. Each party agrees that they will not make any contact with, deal with or be involved with individuals, trader and investor introduced by another signatory without specific permission of the introduced signatory for the Investor.
2. The signatory agrees to keep confidential the identity of and all contacts so provided by any other signatories.
3. The parties hereto agree that all commissions or fees as agreed by the parties shall be paid in full at the end of every transaction.
4. This agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agents and assigns in all countries of the world.

The parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings.

This agreement shall be respected and honored at all times, unless otherwise mutually agreed upon and any party will permit no attempt or hint of circumvention.

Each of the above parties agrees and understands that any overt or covert action of circumvention prescribed by this agreement shall be a fraudulent act against the other party and will be subject to judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process.

Both parties hereby agree that the agents and intermediaries referred to in this FPA shall be as follows:

**TOTAL COMMISSION FEE OF 0.5% + X% OF FACE VALUE IN EURO/USD PAID BY THE APPLICANT TO BE SHARED EQUALLY AS FOLLOW:**

**TOTAL COMMISSION OF 0.5%TO PROVIDER’S SIDE (CLOSED)**

|  |  |
| --- | --- |
| **PARTICULARS** | **PAYMASTER 1** |
| NAME |  |
| E-MAIL |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ABA ROUTING NUMBER |  |
| ACCOUNT NUMBER |  |
| ACCOUNT NAME |  |
| SWIFT CODE |  |
| BANK TELEPHONE |  |
| BENEFICIARY |  |
| SPECIAL INSTRUCTIONS |  |
| REQUIRED MESSAGE | ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH” |

**TOTAL COMMISSION OF X% TO APPLICANT’S SIDE (OPEN)**

|  |  |
| --- | --- |
| **PARTICULARS** | **PAYMASTER 2** |
| NAME |  |
| E-MAIL |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ABA ROUTING NUMBER |  |
| ACCOUNT NUMBER |  |
| ACCOUNT NAME |  |
| SWIFT CODE |  |
| BANK TELEPHONE |  |
| BENEFICIARY |  |
| SPECIAL INSTRUCTIONS |  |
| REQUIRED MESSAGE | ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH” |

This Fee Protection Agreement has been agreed and executed by the undersigned on this day MM/DD/YYYY.

FOR AND ON BEHALF OF THE PROVIDER FOR AND ON BEHALF OF THE APPLICANT

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

Signature and Stamp/Seal Signature and Stamp/Seal

Name: Name:

Nationality: Nationality:

Passport #: Passport #:

Issue Date: Issue Date:

Expiry Date: Expiry Date:

Place of Issue: Place of Issue: