

# Fresh Cut Bank Gaurantee /StandBy Letter of Credit

Transaction Code:

Seller's Code:

Buyer's Code:

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

To : BG / SBLC Provider

Attn : CEO

I, xxxxxxxxxxxxxxxxx, holder of Passport No. xxxxxxxxx, authorized signatory as ..... (hereinafter referred as "The Buyer") hereby confirm with full legal responsibility, under penalty of perjury of law that we are ready, willing and able to purchase the following bank instruments, under the conditions described below with good, clean clear unencumbered funds of non-criminal origin.

### Description of Instrument: PURCHASE

1. Instrument: Cash backed BG/SBLC
2. Currency : EURO
3. Age of Issue: Fresh Cut/New Issue
4. Issuer Bank [From HSBC or Deutsche Bank]
5. Term: One year and **One Month**
6. Contract amount: **EUR XXX Million**
7. **First Tranche: XXX,000,000 Euro Denomination**
8. Price Fee: 45+2 (Invoiced 47)
9. Commission/**Consultant Fees**: Two Percent (2%) of Face Value, (50/50 seller/buyer side)
10. **Consultant Fees: One (1%) Percent for Seller's Side[CLOSED]**  
**One (1%) for Buyer's Side[OPEN] Starts with U**
10. Delivery Term: By SWIFT MT 760
12. Payment Term: By MT103
13. Hard Copy: By Bank Bonded Courier

**\*\*\* Required 50-55% face value POF**

## PROCEDURES FOR FC BG'S

THIS DOCUMENT IS ACCEPTED ONLY WITH FACULTY OF DIVISION AND SUBSTITUTION

### 1. BUYER SUBMITS LOI TOGETHER WITH COMPLIANCE DOCUMENTS :

CONTROL

1	CLIENT INFORMATION SHEET	YES	
2	STATEMENT OF NON-SOLICITATION OF FUNDS	YES	
3	BOARD OF RESOLUTION	YES	

4	LETTER OF AUTHORITY TO VERIFY THE FIRST TRANCHE FUND	YES	
5	IRREVOCABLE FEE PROTECTION AGREEMENT COVERING ALL IDENTIFIED BENEFICIARIES FOR BOTH SIDES	YES	
6	CLEAR COLOR COPY OF THE BUYER SIGNATORY'S PASSPORT	YES	
7	CERTIFICATE OF INCORPORATION	YES	
8	FRESH TEAR SHEET OR FRESH ACC. BALANCE OR B.C.L OF POF	YES	

2. AFTER SUCCESSFUL DUE DILIGENCE, SELLER COUNTERSIGNS THE LOI WITH FULL PROFORMA INVOICE AND PROCEEDS AT (ATV) AUTHORIZATION TO VERIFY BY HIS BANK. THE BUYER DEPOSITS IN THE 2 (TWO) BANKING DAYS, THE LOI PACKAGE AND HIS LETTER OF INSTRUCTIONS FOR DELIVERY OF SWIFT MT 799 AS FOR (ANNEX 2) AT HIS BANK AND SEND THE COPY ACKNOWLEDGMENT RECEIPT SIGNED, DATED AND STAMPED BY HIS BANK TO TE SELLER BY MAIL. THE SIGNED LOI BECOMES A LEGALLY BINDING CONTRACT (AGREEMENT) BETWEEN THE PARTIES.
3. WITHIN 2 BANKING DAYS, THE BUYER'S BANK HAS TO SEND TO THE SELLER'S BANK THE BLOCK FUND, PROOF OF FUND OR BANK CAPABILITY BY SWIFT MT799 IN 2 (TWO) BANKING DAYS AFTER POINT 2.
4. WITHIN 2 BANKING DAYS THE SELLER'S BANK WILL ISSUE A SWIFT MT799 PRE-ADVICE CONFIRMING THAT THE INSTRUMENT WILL BE DELIVERED VERSUS ISSUANCE BY THE BUYER OF AN ICBPO.
5. WITHIN 2 BANKING DAYS THE BUYER'S BANK WILL ISSUE A SWIFT MT799 MT103 FOR FULL PAYMENT OF TRANCHE TO THE SELLER'S BANK.
6. WITHIN 2 BANKING DAYS THE SELLER'S BANK SEND THE SWIFT MT760 DELIVERY INSTRUMENT TO THE BUYER'S BANK
7. WITHIN 2 BANKING DAYS RECEIVING THE INSTRUMENT BY SELLER'S BANK THE SWIFT MT760 BUYER'S BANK MAKES ALL VERIFICATION AND WILL RELEASE THE ICBPO AND PAY BY MT103 IN THESE 2 (TWO) BANKING DAYS.
8. THE HARD COPIES OF THE BG TO BE DELIVERED VIA BANK BONDED COURIER TO THE BUYER'S BANK WITHIN SEVEN (7) INTERNATIONAL BANKING DAYS AFTER RECEIPT OF THE PAYMENT BY SELLER'S BANK 48 HOURS AFTER RECEIPT OF SWIFT MT760.
9. ALL SUBSEQUENT TRANCHEs WILL BE BASED ON THE SAME PROCEDURE UNTIL COLLATERAL OR FUNDS BECOME EXHAUSTED.

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

**THE BUYER, for and on Behalf of:**

**This Day the Wednesday, February 26, 2020**

Authorized Signature	SEAL
Name :	
Title :	
Passport No. :	
Country :	
Issue Date :	
Expiry Date :	

**BANK STATEMENT/POF**

DATE: Month ---Day-----, 2017  
TO: (Company's name)  
ATTN: (CEO's name)

## BANK STATEMENT

**ACCOUNT NAME** : (Company's name)  
**ADDRESS** : (Company's address)  
**ACCOUNT NUMBER** : XXXXXXXXXXXX

AT REQUEST, WE, UNDERSIGNED OF BANK OF XXXXXXXXX, LOCATED AT (BANK'S ADDRESS),  
HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY, THAT THE ACCOUNT BALANCE STANDS  
AT THIS DATE MORE THAN \$XX,000,000.00USD (XXX MILLION US DOLLARS), THE LAWFUL  
CURRENCY OF UNITED STATES OF AMERICA IN CASH FUNDS WITH SOLE HOLDER OF OUR CLIENT  
“(Company's name)”

THE FUNDS ARE IMMEDIATELY AVAILABLE TO “(Company’s name)” AND FREELY TO BLOCK ON ACCOUNT UPON SOLE INSTRUCTION HOLDER.

WE FURTHER CONFIRM, WITH FULL BANK RESPONSIBILITY, THAT THE FUNDS ARE GOOD, CLEAN, AND CLEARED, FREE AND EARNED BY LAWFUL BUSINESS PRACTICES, OF NON-CRIMINAL ORIGIN, AND FREE OF ANY LIENS AND ENCUMBRANCES OF ANY WHATSOEVER.  
**THIS BANK STATEMENT IS VALID FOR THIRTY (30) WORKING DAYS.**

BANK OFFICER IN CHARGE: (NAME)  
(EMAIL ADDRESS)  
(TELEPHONE)

FOR AND BEHALF OF BANK OF XXXXXXXXX  
(FULL ADDRESS)

(SEAL)

BANK OFFICER 1  
NAME  
POSITION  
BANK I.D.  
E-MAIL:  
TEL:

BANK OFFICER 1  
NAME  
POSITION  
BANK I.D.  
E-MAIL:  
TEL:

## AUTHORIZATION TO VERIFY FUNDS

DATE: February 26, 2020  
TO: Program Manager  
RE: Authorization to Verify

### INVESTOR TRANSACTION CODE:

Know all men, by these that I, **(NAME)**, 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 **(SPELL AMOUNT)** United States Dollars **(\$\_\_\_\_,000,000.00 USD)** on a bank to bank basis. 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 Amount: **(\$\_\_\_\_,000,000.00 USD)**  
Bank Name: **(NAME OF THE BANK)**,  
Bank Address: **(ADDRESS OF BANK)**  
Account Name: **(ACCOUNT NAME)**  
Account Number: **(ACCOUNT NUMBER)**  
Account Signatory: **(ACCOUNT SIGNATORY)**  
Bank Officer & Title: **(BANK OFFICER / TITLE)**

COPY OF THIS AUTHORIZATION WILL BE LODGED AND PRESENTED TO MY BANK OFFICER.

In witness hereof I, **(NAME)**, hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date: February 26, 2020

For and on behalf of **(NAME OF COMPANY)**

Signature: \_\_\_\_\_ SEAL OF COMPANY

Name / Title:

Company:

Passport Number:

C.C.: (NAME OF BANK AND BANK OFFICER)  
NOTARY STAMP AND SIGNATURE

## Client Information Summary

Date: (Month)..... (Day)....., 2017

Dear Sir/Madam,

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds that are to be utilized. All parties have an obligation to respect professional secrecy and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

### Client Information

**Client/Signatory Name :**

**Nationality :**

**Passport Number :**

**Date of Issue :**

**Expiration Date :**

**Issued by :**

**Date of Birth :**

**Place of Birth :**

### Home Information

**Street address :**

**City/State/ZIP :**

**Telephone :**

**Facsimile :**

### Business Information (if company)

**Business Name :**

**Street address :**

**Registered Office :**

**Registered Number :**

**Telephone :**  
**Facsimile :**  
**Legal Advisor Name :**  
**Legal Advisor address :**

**Mailing Address Information**

**Street address :**  
**City/State/ZIP :**  
**E-Mail Address :**

**Bank Information**

**Name of Bank :**  
**Branch :**  
**Street address :**  
**City/State/ZIP :**  
**Telephone :**  
**Facsimile :**  
**S.W.I.F.T. Code : (Standard Code):**  
**ABA :**  
**Bank Officer #1 :**  
**Account Name :**  
**Account Number :**  
**Account Signatory :**

**I hereby swear under penalty of perjury, that I'm -----.**  
**The information provided herein is accurate and true.**

**Color Copy of Passport : Attached to this Client Information Sheet.**

Declaration: I swear under penalty of perjury, the information given above is both true and accurate. 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.

I confirm the deposited funds wholly derived from legal sources of non-criminal origin. I further warrant and attest under penalty of perjury, and/or criminal or civil action, and assets involved, are not in breach of "Money laundering Regulation/Accord of 1993,"

howsoever interpreted and defined, whether within the host state of the transaction or internationally.

In lieu of hard copies any transmitted e-mail / facsimile / telefax / telecopier printout or the document(s) including agreed amendment(s) or addendum hereto shall be deemed as legal and binding hereto and shall be so construed to any court of law regardless of state, nation or province waiving all right of immunity, regardless of whether diplomatic, sovereign or otherwise, which shall give the document(s) full force and legal effect as to their true purpose and intent as so construed by the undersigned.

In witness whereof, I hereby executed this document affixing my signature on this --- day of (month) in the year Two Thousand and Fifteen.

Sincerely,

**Signature:** \_\_\_\_\_

Name:

Passport No:

Nationality:

Country of Issue:

RESOLUTION OF THE BOARD OF DIRECTORS OF **COMPANY NAME** (if appropriate)

Minutes of the meeting of the Board of Directors, held on the ----<sup>th</sup> day of -----, 201---

Articles of Incorporation of the Company.

A special meeting of the Board of Directors of **COMPANY NAME** (hereinafter referred to as "Corporation") was duly held in accordance with the Articles of Association/By Laws of the Corporation.

Present at the meeting were the following Directors:

-----, Director and Chairman

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 cash funds for -----.

Additionally it was unanimously resolved, that ----- Director of the Corporation since [--  
-th day of -----, 20-----] and authorized signatory, is authorized to use corporate bank accounts, to enter into fee agreements as necessary, to make selections as to which investment will suit best the placement of these loan funds so as to assure a profitable 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 ---th day of -----, 201---

Mr.  
Director

Mrs.  
Secretary



## **IRREVOCABLE FEE PROTECTION AGREEMENT**

Date : xxx xxxxxxxxxxxx 2017

I, the undersigned Mr. ----- , CEO of ----- Holdings Limited, (Hereinafter the "Payor") acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the fee entitled to the beneficiaries listed on this document, via Wire transfer, at the time of settlement of each and every tranche of the transaction. This Fee Agreement is our irrevocable pay-order to the intermediaries and is and shall remain an integrated part of the contract between the Buyer and the Provider.

This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

We confirm that upon the execution of this "Fee Protection Agreement" this document is our Irrevocable Pay-Order. **This Agreement-Pay order shall be lodged with our bank and a copy from that bank will be forwarded to you the beneficiaries.** We agree that this irrevocable pay-order will also be lodged with Provider's side paymaster's bank for the simultaneous collection with the first tranche.

In recognition for the services rendered towards the completion of contractual formalities and the commencement of the above referenced transaction, we the undersigned payor, hereby irrevocably and unconditionally, without protest, demand or delay, promise and guarantee to pay consultancy fees of Three **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 consultancy fee 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 consultancy fees shall be paid in good, clean clear and unencumbered Euros or USD and delivered, via wire transfer, to your designated trust account coordinates.

This "Fee Agreement-Pay Order" is unconditional, assignable and divisible. This "Fee Agreement-Pay Order" shall ensure 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 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.

Intermediaries are NOT Advisors of any kind.

All negotiations terms and conditions are between the principal parties and their respective legal counsel only! Both principle parties are responsible for the ramification of their own actions. All Intermediaries are considered introducers and held harmless from any legal actions brought on by either party.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes 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, 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 Pay Order.

Consultants cannot subpoena to appear in court to testify by any means consultants are not responsible for anything by any means. All responsibility rests on the Principals.

**Bank Coordinates of "PAYOR" to pay fees**

BUYER PAYMASTER:
BANK NAME:
BANK ADDRESS:
ACCOUNT HOLDER:
ABA NUMBER
SWIFT CODE:
BANK ACCNT NBR:
BANK OFFICER NAME:
BANK TEL:
BANK FAX:

Irrevocable Fee Protection / Irrevocable Pay order for Consultant Fees of (2%) of the face value from each and every tranche of this transaction for Provider side and Buyer's side, including any rolls or extensions, to be shared as follows:

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

**Seller side: 1% of face value is fully CLOSED  
XX, 000, 000 EURO.**

To receive 1% of face value of the BG/SBLC every tranche as commission fees

PAYMASTER NAME:	<b>TALAJI ENTERPRISE INC</b>
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PASSPORT NUMBER	<b>TBA</b>
BANK NAME:	<b>TBA</b>
BANK ADDRESS	<b>TBA</b>
SWIFT CODE:	<b>TBA</b>
ACCOUNT NAME:	<b>TBA</b>
ACCOUNT NUMBER	<b>TBA</b>

**Buyer's side: 1% of face value is Open**

To receive x% of face value of the BG/SBLC every tranche as commission fees

PAYMASTER NAME:	
PASSPORT NUMBER	
BANK NAME:	
BANK ADDRESS	
PHONE:	
SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER	
BENEFICIARY	

To receive x% of face value of the BG/SBLC every tranche as commission fees

PAYMASTER NAME:	
PASSPORT NUMBER	
BANK NAME:	
BANK ADDRESS	
PHONE:	
SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER	
BENEFICIARY	

PLEASE PROVIDE THE COURTESY COPY OF THE SWIFT WIRE CONFIRMATION RECEIPT TO MY EMAIL ADDRESS :

This Agreement-Pay order shall be lodged with our bank and a copy from that bank will be forwarded to you the beneficiaries.

I AGREE TO THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY

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For and on behalf of the buyer;

---

Printed Name:  
Title: CEO

Passport Number:  
Issuing Country:  
Date of Issuance:  
Expire date:

**BANK ENDORSEMENT**

We the undersigned officers of.....(Bank & address) hereby confirm that this fee protection agreement is deposited with us and it will be executed as stated above.

Bank officer  
Tel & Pin No

Bank officer  
Tel & Pin No

**Seller's Passport copy**

**Buyer's passport copy**



[illegible]

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

3- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable.

\*\*\* END OF DOCUMENT \*\*\*