

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

DEED OF AGREEMENT

This is an Agreement for a Standby Letter of Credit (SBLC) issued by HSBC BANK PLC, London for a total face value of € __,000,000.00 (__ Million Euros) with first tranches in the amount of € __,000,000.00 (__ Million Euros), and is entered into on this date of __.04.2020 between the following Parties:

1. The PRINCIPAL:

Business Name:
Business Address:
Reg. Number:
Represented By:
Corporate Title:
Passport Number:
Issue Date:
Expiry Date:
Country of Issue:

Hereinafter referred to as "PRINCIPAL"

2. The BENEFICIARY:

Company:
Corporate Address:
Business Reg:
Represented by:
Corporate Title:
Passport Number:
Issue Date:
Expiry Date:
Country of Issue:

Hereinafter referred to as "BENEFICIARY"

WHEREAS. The BENEFICIARY desires to get the SBLC from the PRINCIPAL. BENEFICIARY confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the purchase of this instrument is ready and BENEFICIARY further confirm to cooperate with the PRINCIPAL.

WHEREAS. The PRINCIPAL desires to PROVIDE, transfer and assign all rights title and interest of the SBLC available to it to the BENEFICIARY. PROVIDER represents and warrants that it has the ability and resource to arrange through associates, contracts and sources, with full corporate

BENEFICIARY's Initials _____

Page 1 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

responsibility, financial instrument in the term of assignments to be provided to BENEFICIARY. Provider hereby declares under penalty of perjury that the SBLC will be backed by funds that are good, clean, clear, and free of non-criminal origin, the SBLC will be free and clear of all liens, encumbrances and third party interests.

I, Ms. [REDACTED] Director and Authorized Signatory do hereby confirm with full legal, personal and corporate responsibility and authority, under penalty of perjury, irrevocably, unconditionally that we are ready, willing and able to take the following bank instrument, under the terms and conditions described below, with good, clean, clear funds of non-criminal origin, free of any liens or encumbrances whatsoever.

NOW THEREFORE, The BENEFICIARY has agreed to get the SBLC at thirty five percent 35% (33%+2%) of Face Value for the instrument requested and PRINCIPAL has agreed to sell the SBLC to BENEFICIARY and both Parties hereby agree to the following terms stated below:

DESCRIPTION OF BANK INSTRUMENT

1	INSTRUMENT	BANK GUARANTEE CASH BACK ICC 758
2	CURRENCY	EUROPEAN UNION CURRENCY (EURO) (€)
3	ISSUING BANK	HSBC BANK PLC, DEUTSCHE BANK
4	TERM	ONE YEAR AND ONE DAY with prolongation up to 10 Years
5	AGE	NEW ISSUE
6	COUPON RATE	ZERO
7	CONTRACT AMOUNT	____ MILLION EUROS (€__00,000,000.00)
8	TRANCHE	____ MILLION EUROS (€__0,000,000.00)
9	TARGET PRICE	THIRTY FIVE PERCENT (35,0%) OF FACE VALUE Principal Payment is made one time in Ten Years
10	SHARING RATIO	THIRTY THREE PERCENT (33,0%) OF FACE VALUE TO THE PRINCIPAL/PROVIDER TWO PERCENT (2,0 %) OF FACE VALUE TO THE BENEFICIARIES'S CONSULTANTS
11	DENOMINATION	AS AGREED
12	TRANSACTION MODE	BPU MT799/ MT760/ MT103
13	PAYMENT	PAY ORDER BPU MT799 – SWIFT MT103
14	DELIVERY	BY SWIFT MT760 HARD COPYBY BANK BONDED COURIER

PROCEDURES

1. BENEFICIARY SUBMITTED THE APPLICATION TOGETHER WITH COMPLIANCE DOCUMENTS:
 - 1.1. CLIENT INFORMATION SHEET
 - 1.2. LETTER OF BENEFICIARY'S BANK

BENEFICIARY's Initials_____

Page 2 of 25

PRINCIPAL's Initials_____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

- 1.3. STATEMENT OF NON-SOLICITATION OF FUNDS
- 1.4. IRREVOCABLE FEE PROTECTION AGREEMENT COVERING ALL IDENTIFIED BENEFICIARIES FOR BOTH SIDES
- 1.5. CLEAR COLOR COPY OF THE BENEFICIARY SIGNATORY'S PASSPORT
- 1.6. CERTIFICATE OF INCORPORATION
- 1.7. INITIALED AGREEMENT (DOA)
2. AFTER SUCCESSFUL DUE DILIGENCE OF THE BENEFICIARY'S APPLICATION, THE PRINCIPAL SENDS THE LETTER OF ACCEPTANCE OF THE RELEASE OF SBLC (RWA) AND A FULLY COMPLETED AGREEMENT (DOA) FOR FINAL PROCESSING. THE BENEFICIARY SIGNS, STAMPS AND SENDS IT TO THE PRINCIPAL. THE PRINCIPAL SIGNS THE AGREEMENT, STAMPS AND WITH THE ASSIGNMENT OF CODES SENDS THE FULLY COMPLETED DOA IN PDF FORMAT. THE BENEFICIARY SUBMITS THE AGREEMENT TO HIS BANK.
3. THE PRINCIPAL WILL ISSUE CORPORATE INVOICE, AND WITHIN THREE (3) BANKING DAYS OF THE BENEFICIARY HAS RECEIVED CORPORATE INVOICE PROVIDING THE BENEFICIARY'S BANK HAS TO SEND TO THE PROVIDER'S BANK BPU (33%) VIA SWIFT MT799 PROVIDING THE COPY SWIFT MT799 BPU VIA BANK SECURE E-MAIL.
4. WITHIN FIVE (5) BANKING DAYS AFTER THE PRINCIPAL'S BANK HAS RECEIVED AND AUTHENTICATED THE BPU SWIFT MT799, THE PRINCIPAL'S BANK DELIVERS THE SBLC VIA SWIFT MT760 PROVIDING THE COPY VIA E-MAIL.
5. WITHIN FIVE (5) BANKING DAYS AFTER THE INSTRUMENT IS RECEIVED BY SWIFT MT760 AND AUTHENTICATED THE BENEFICIARY'S BANK WILL ACTIVATE THE BPU AND PAY BY SWIFT MT103 SAME DAY VALUE.
6. SBLC ON PAPER (HARD COPY) WILL BE BROUGHT TO BANK OF THE BENEFICIARY BY THE SPECIAL BANK COURIER DURING 7 (SEVEN) BANK DAYS AFTER RECEIVED FULL PAYMENT IN AMOUNT OF THIRTY THREE PERCENT (33%) OF FACE VALUE OF SBLC TO THE NOMINATED ACCOUNT OF THE PROVIDER AND TWO PERCENT (2%) OF FACE OF SBLC TO THE ACCOUNT OF BENEFICIARY'S CONSULTANT.
7. THE BENEFICIARY PAYS THIRTY FIVE PERCENT (35%) OF FACE VALUE OF EACH TRANCHE, AS PER THE RELEVANT IRREVOCABLE FEE PROTECTION AGREEMENT (ANNEX 3).
8. 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.
9. BOTH PARTIES SHALL PROVIDE THE TRANSMISSION COPIES OF ALL SWIFT TO EACH PARTY FOR TRACKING.
10. ANY UNAUTHORIZED BANK CALLS WITHOUT AGREEMENT BETWEEN PARTIES, 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.

PROCEDURE FOR PROLONGATION OF BANK GUARANTEE

1. WITHIN 30 DAYS BEFORE THE EXPIRATION DATE OF THE SBLC, THE BENEFICIARY SUBMITS THE FORMAL APPLICATION TO THE PRINCIPAL BY REFERRING TO THIS AGREEMENT TO PROLONG THE TERM OF THE SBLC FOR THE PERIOD OF THE FOLLOWING CONSECUTIVE 12 MONTHS.
THE REQUIREMENT TO PROLONG THE VALIDITY OF THE SBLC MAY BE SUPPORTED BY OTHER DOCUMENTS THAT ARE PROVIDED FOR IN THE GUARANTEE, BUT IN ANY CASE - BY THE BENEFICIARY'S APPLICATION, WHICH SPECIFIES THE TERM FOR THE EXTENSION REQUEST, THE REASONS FOR THE EXTENSION AND THE OBLIGATIONS OF THE BENEFICIARY WHEN THE CONDITIONS FOR EXTENDING THE VALIDITY PERIOD OF THE SBLC ARE FULFILLED.

BENEFICIARY's Initials _____

Page 3 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

- THIS APPLICATION MUST BE PROVIDED BOTH IN PAPER FORM AND ELECTRONICALLY, IF THIS IS PROVIDED FOR IN THE AGREEMENT BETWEEN THE PARTIES. UPON RECEIPT OF THIS APPLICATION, THE PRINCIPAL TAKES LEGAL RESPONSIBILITY TO INSTRUCT AND SUPERVISE
2. HIS BANK ACCORDING TO THE RULES OF ICC PUBLICATION №758, TO FULFILL THIS OBLIGATION WITHIN THE GIVEN TIME-FRAME (EXPIRY/MATURITY) OF THE EXISTING INSTRUMENT.
 3. UPON RECEIPT OF THIS INSTRUCTION, ISSUING BANK RELEASES SWIFT IN FAVOR OF THE BENEFICIARY'S RECEIVING BANK TO CHANGE THE END-TERMS OF THE SBLC.
 4. AFTER RECEIVING SWIFT, THE RECEIVING BANK CONFIRMS THE ISSUING BANK THROUGH THE SWIFT MESSAGE OF ACCEPTANCE OF THE CHANGES IN TIME-FRAME (EXPIRY/MATURITY) OF THE EXISTING INSTRUMENT.

PRINCIPAL'S BANKING COORDINATES

1. PRINCIPAL'S BANKING COORDINATES TO RECEIVE POF MT 799, TO ISSUE MT760 SBLC INSTRUMENT

BANK NAME	:	HSBC BANK PLC, DEUTSCHE BANK
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT HOLDER	:	
ACCOUNT NO.	:	
BANK OFFICER NAME	:	
BANK OFFICER EMAIL	:	
BANK OFFICER PHONE / FAX	:	

2. PROVIDER'S BANKING COORDINATES TO RECEIVE - BPU MT799, PAYMENT MT103 for 33%

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT HOLDER	:	
ACCOUNT NO IBAN EUR	:	
BANK OFFICER NAME	:	

Dated on this ___ of April, 2020, for and on behalf of

Company Name:
Represented by:
Passport No:
Expire Date:
Country of Issuance:

BENEFICIARY's Initials _____

Page 4 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

BENEFICIARY'S BANKING COORDINATE

**1. BENEFICIARY'S BANKING COORDINATES TO RECEIVE - SBLC MT760 AND TO ISSUE -BPU MT799,
PAYMENT MT 103 – 35% (33%+2%)**

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

Dated on this ____ of April, 2020, for and on behalf of

(BENEFICIARY)

Signature in Blue Ink and Corporate's Stamp

Company Name:
Represented by:
Passport No:
Date of Expiry:
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BENEFICIARY's Initials _____

Page 5 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

GENERAL PROVISIONS & CONDITIONS:

The BENEFICIARY and the PRINCIPAL do hereby agree and mutually acknowledge to each other as follows:

1. **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.
2. **As** mentioned in the Procedures above, should the BENEFICIARY default to pay the purchase price to the PRINCIPAL as agreed upon confirmation of SBLC/SBLC MT760 in the BENEFICIARY's bank account, PRINCIPAL will instruct the issuing bank to put a claim on the SBLC thereby obliging the BENEFICIARY's Bank to return the SBLC/SBLC MT760 to the issuing Bank.
3. **Party** who failed to perform this contract, as well as to follow the exact time-schedules agreed herein, shall be liable for payment of **two percent (2,0%) penalty** fee of the amount of tranche in default or face value of unperformed contract (in case the contract is cancelled completely), as is the case, and the non-performing party's personal details (incl. copy of the passport and other corporate information) will be submitted to the Interpol and other intergovernmental organizations for investigation and interrogation.
4. **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.
5. **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. All information contained herein including banking information and codes are privileged information and represent the sole property of the Party from which they originate.
6. **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 5 above.
7. **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 Paris, France, 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.
8. **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 BENEFICIARY and the PRINCIPAL.
9. **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.
10. **Neither** Party hereto is making any representation regarding the tax consequences, if any, of the transactions envisaged herein. It is understood that the BENEFICIARY and the PRINCIPAL

BENEFICIARY's Initials _____

Page 6 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

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.

11. **The** BENEFICIARY and the PRINCIPAL shall be responsible only for those commissions/fees that they have respectively agreed, in writing, to pay.
12. **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.
13. **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.
14. **This** Agreement embodies the entire understanding of the Parties hereto. There is 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.
15. **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. _
16. **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.
17. **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.
18. **EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:
 - 1.1. 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;
 - 1.2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT);
 - 1.3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable.
 - 1.4. 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.
19. **The** BENEFICIARY hereby acknowledges 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.

BENEFICIARY's Initials _____

Page 7 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

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CORPORATE INVOICE

AMOUNT
BENEFICIARY NAME:

TWO HUNDRED FIFTY MILLION EURO (€250,000,000.00)

NB	DATE	AMOUNT OF FACE VALUE	% FACE VALUE		SALE PRICE WITHOUT FEES
1	SBLC-BANK GUARANTEE	__0,000,000.00 EUR	33%		EUR __,000,000.00
	ISSUING BY	MATURITY	TERM		FACE VALUE
2	__ Bank	1 YEAR and 1 DAY with prolongation up to 10 Years	100%		__0,000,000.00 EUR
	AGE	FORMAT	BACKED	TOTAL %	NET PRICE WITH FEES
3	FRESH CUT	ICC758	CASH	33%	__,000,000.00 EUR
TOTAL WITH FEES BY SWIFT PAYMENT BPU					__,000,000.00 EUR

Dated on this __ of April, 2020, for and on behalf of

Company Name:
Represented by:
Passport No:
Expire Date:
Country of Issuance:

BENEFICIARY's Initials _____

Page 8 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

CLIENT (BENEFICIARY) INFORMATION SHEET

NB	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:		April, 2020
2	Client Name (Signatory)		First Name: Middle Name: Last Name:
3	Citizenship		
4	Passport Number		
5	Passport Issue /Expire Date		Date of Issue: Date of Expiry:
6	Federal ID Number		
7	Date of Birth /Date		
8	Home Address		
9	Home Fax Number		
10	Home Telephone Number		
11	Email Address		
12	Skype Id		
13	Business Name		
14	Business Address		
15	Registered Office		
16	Registration Number		
17	Business Phone Number		
18	Email Address		
19	BANK NAME		
20	Branch and Branch Address		
21	Bank Officer's Name		
22	Telephone Number(s)		
23	Fax Number		
24	Bank Officer Email		
25	Account Name		
26	Account Number		
27	SWIFT CODE		
28	Lawyer Name		
29	Lawyers Phone		
30	Lawyers Address		

BENEFICIARY's Initials _____

Page 9 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

31	Accountants Name	
31	Accountants Phone	
32	Accountants Address	

Declaration: I hereby swear under penalty of perjury, that I AM AND CERTAIN BOARD MEMBERS ARE THE SIGNATORIES of the account and that the funds/asset BELONGS (BENEFICIARY) 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 ___ of April, 2020, for and on behalf of
(BENEFICIARY)

Signature in Blue Ink and Corporate's Stamp

Company Name:
Represented by:
Passport No:
Date of Expiry:
Country of Issuance:

BENEFICIARY's Initials _____

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

STATEMENT OF NON-SOLICITATION OF FUNDS

Date: April, 2020

I, , as Account Holder and Signatory, 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 of April, 2020, for and on behalf of
(BENEFICIARY)

Signature in Blue Ink and Corporate's Stamp

Company Name: _____
Represented by: _____
Passport No: _____
Date of Expiry: _____
Country of Issuance: _____

BENEFICIARY's Initials _____

Page 11 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

RESOLUTION OF THE BOARD OF DIRECTORS

Minutes of the meeting of the Board of Directors, held on **14th April, 2020** Articles of Incorporation of the Company the special meeting of the Board of Directors of SP&SR Capital S.A. 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

Director

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 _____ for an investment opportunity.

Additionally it was unanimously resolved, that Director of the Corporation Mr. [REDACTED] since [REDACTED] 201 [REDACTED] and authorized signatory of the funds/assets, 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 th April, 2020

Director and Chairman

Mr

Dated on this ___ of April, 2020, for and on behalf of
 (BENEFICIARY)

Signature in Blue Ink and Corporate's Stamp

Company Name:

Represented by:

Passport No:

Date of Expiry:

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TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

ANNEX 1 - SWIFT MT799 – BANK PAYMENT UNDERTAKING (BPU)

FROM
BANK NAME :
BANK ADDRESS :
SWIFT CODE :
BANK OFFICER :
EMAIL ADDRESS :
AMOUNT :
ACCOUNT NAME :
ACCOUNT NUMBER :
TRANSACTION CODE :
TO
BANK NAME :
BANK ADDRESS :
SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BANK OFFICER :
EMAIL ADDRESS :

AT THE REQUEST OF OUR CLIENT, **<BENEFICIARY NAME>** FOR THE BENEFIT OF **<PROVIGER NAME>**, WE, **<INSERT NAME OF RECEIVING BANK>** HEREBY IRREVOCABLY CONFIRM THAT WE ARE PREPARED TO UNDERTAKE THE FOLLOWING:

- (1) TO RECEIVE, VIA SWIFT MT760 INTO OUR CLIENT'S ABOVE-LISTED ACCOUNT, _____ **MILLION EUROS (€__0,000,000.00)** CASH-BACKED, ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND UNCONDITIONAL STANDBY LETTER OF CREDIT ("€ __0 MLN SBLC"); AND,
- (2) TO SWIFT TRANSFER A PRINCIPAL AMOUNT OF ____ **MILLION** ____ **HUNDRED THOUSAND EUROS (€__,00,000.00)**, WITHIN FIVE (5) EUROPEAN BANKING DAYS TO THE BELOW-LISTED ACCOUNT AFTER SUCCESSFULLY RECEIVING AND AUTHENTICATING THE € __OMLN SBLC DELIVERED VIA SWIFT MT760 TO OUR CLIENT'S ABOVE ACCOUNT.

BANK NAME :
ACCOUNT NUMBER :
ACCOUNT NAME :
SWIFT CODE :

WE, HEREBY CONFIRM THAT THE ____ **MILLION** ____ **HUNDRED THOUSAND EUROS (€__,00,000.00)** ARE GOOD, CLEAN AND CLEARED FUNDS DERIVED FROM A LEGAL SOURCE.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF **<INSERT NAME AND ADDRESS OF RECEIVING BANK>**

AUTHORIZED BANK OFFICER 1

AUTHORIZED

BANK OFFICER 2

<NAME, TITLE, PIN CODE>

<NAME, TITLE, PIN

CODE>

BENEFICIARY's Initials _____

Page 13 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

ANNEX 2 - SWIFT MT760 DELIVERY SBLC VERBIAGE TEXT

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 : FOR THE BENEFIT OF _____ (BENEFICIARY)
BANK GUARANTEE No. :
CURRENCY : EURO
AMOUNT : 0,000,000.00
DATE OF ISSUE :
DATE OF MATURITY :
PLACE OF ISSUE :
BENEFICIARY :
TRANSACTION CODE :

For Value Received, We, The Undersigned _____ BANK, Address _____
Hereby Irrevocable And Unconditionally , Without
Protest Or Notification , Promise To Pay Against This Standby Letter Of Credit On First Demand , To
The Order Of <BENEFICIARY NAME> Or His Assigns , The Bearer Or Holder Hereof, The Sum Of
_____ MILLION EUROS (€ 0,000,000.00) In The Lawful Currency of The European Union ,
Upon Presentation And Surrender Of This Guarantee At our Offices in HSBC BANK PLC At
Maturity Date In One Year And One Day From <dd/mm/year >
Such Payment Shall Be Made Without Set Off, Free And Clear Of Any Deduction Or Charged, Fees,
Or Withholdings Of Any Nature And Being This Guarantee Valid Until One year and one day. After
Maturity Date And Expires Automatically And In Full If Your Written Request For Payment Made By
SWIFT or Tested TELEX Message Is Not In Our Possession On Or Before That Date.

This Standby Letter Of Credit Is Cash-Backed, Transferable, Assignable and Divisible Without
Presentation To Us Or Payment Of Any Transfer Or Assignable Or Divisible Fee.

This Standby Letter Of Credit Is Subject to The Uniform Rules For Demand Guarantee Of The
International Chamber Of Commerce (Publication No. 758) And Any Dispute Arising There From
Shall Be Settled Exclusively By The ICC International Court Of Arbitration (Paris France) .

This Cable Is An Operative Instrument, All Charges Are For The Account Of The Applicant.
This Letter Of Guarantee Expires On <dd/mm/year >

BANK
Address _____

AUTHORIZED BANK OFFICER 1
BANK OFFICER 2
<NAME, TITLE, PIN CODE>
CODE>

AUTHORIZED
<NAME, TITLE, PIN

BENEFICIARY's Initials _____

Page 14 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

ANNEX 3 - IRREVOCABLE FEE PROTECTION AGREEMENT

Irrevocably and unconditionally, without protest, demand or delay, I, **Mr. [REDACTED]**, the undersigned, promise and guarantee to pay of **Thirty Five Percent (33%+2%)** of the face value of the instruments, for the benefit of being hereinafter called collectively the "beneficiaries" and individually a "Beneficiary".

The said payment 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 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 5 (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 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 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, (*the Beneficiary's code* : _____ *& Transaction Code:* _____ *to be provided by PRINCIPAL*) 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, BENEFICIARY, PRINCIPAL and Beneficiaries. This transmission via facsimile will be accepted as an

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

original and I confirm that I have full personal and corporate authority to execute this Pay Order which will become an Irrevocable Conditional Bank Pay Order (ICBPO) as per contract terms herein.

Irrevocable Fee Protection/Irrevocable Pay order of **Thirty Five Percent (33%+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 PAYMENT OF THIRTY FIVE PERCENT (33%+2%) WILL SHARE BETWEEN FOLLOWING BENEFICIARIES WITH ROLLS AND EXTENSIONS

1. PROVIDER'S BANKING COORDINATES TO RECEIVE BPU and 33 % VIA SWIFT MT 103

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
BANK OFFICER NAME	:	
REQUIRED MESSAGE	:	TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: _____ FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."

2.AUTHORIZED SELLER MANDATE: ONE PERCENT (1%) - CLOSED TO SELLER MANDATE

BANK NAME	:	CLOSED
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
REQUIRED MESSAGE	:	TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: _____ FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."

3.AUTHORIZED BUYER CONSULTANTS/INTERMEDIARIES: ONE PERCENT (1%)

**AUTHORIZED RECEIVER REPRESENTATIVE(S) – 1ST PARTY
TO RECEIVE 0.5% OF FACE VALUE OF EACH AND EVERY SBLC TRANCHE AS CONSULTANT /
INTERMEDIARY FEES:**

BENEFICIARY's Initials _____

Page 16 of 25

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

BANK NAME	:	CLOSED
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
REQUIRED MESSAGE	:	TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: _____ FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."

**AUTHORIZED RECEIVER REPRESENTATIVE(S) – 2ST PARTY
TO RECEIVE 0.5% OF FACE VALUE OF EACH AND EVERY SBLC TRANCHE AS CONSULTANT /**

INTERMEDIARY FEES:

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
REQUIRED MESSAGE	:	TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: _____ FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."

Dated on this ___ of April, 2020, for and on behalf of
(BENEFICIARY)

Signature in Blue Ink and Corporate's Stamp

Company Name: _____
Represented by: _____
Passport No: _____
Date of Expiry: _____
Country of Issuance: _____

SIGNING PAGE

Both parties agreed, if the BENEFICIARY's bank does not issue BANK PAYMENT UNDERTAKING (BPU) via SWIFT MT799 within 3 (three) banking days of the Beneficiary has received the PRINCIPAL'S corporate invoice, will result immediate cancellation of this transaction and subject the violating party to damages. (ITEM 2 & 3 GENERAL PROVISIONS & CONDITIONS)

Dated on this ___ of April, 2020, for and on behalf of
BENEFICIARY's Initials _____ Page 17 of 25 PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

_____ (BENEFICIARY)

Signature in Blue Ink and Corporate's Stamp

Company Name:
Represented by:
Passport No:
Date of Expiry:
Country of Issuance:

Dated on this ___ of April, 2020, for and on behalf of

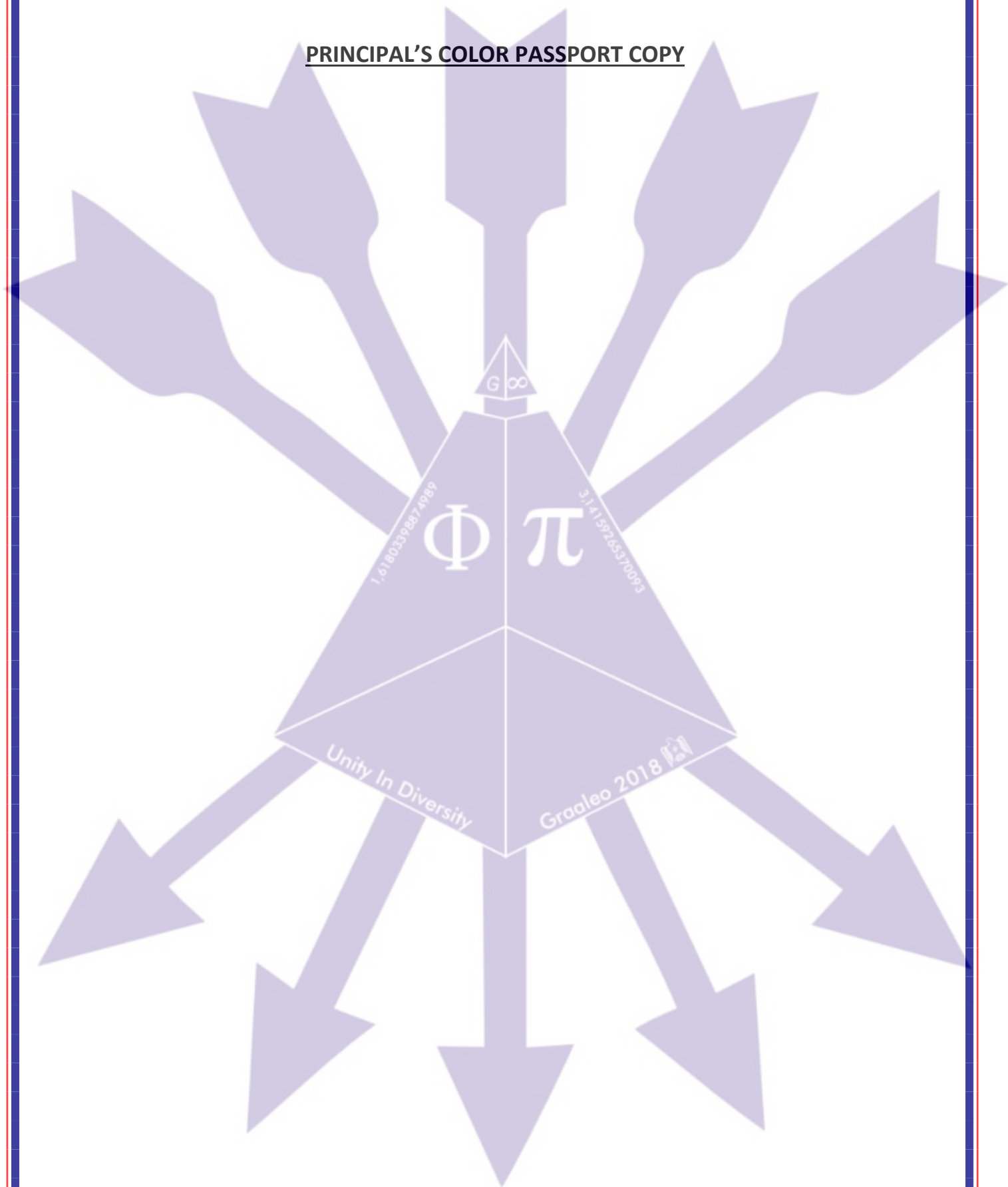
Company Name:
Represented by:
Passport No:
Expire Date:
Country of Issuance:

BENEFICIARY's Initials_____

PRINCIPAL's Initials _____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

PRINCIPAL'S COLOR PASSPORT COPY



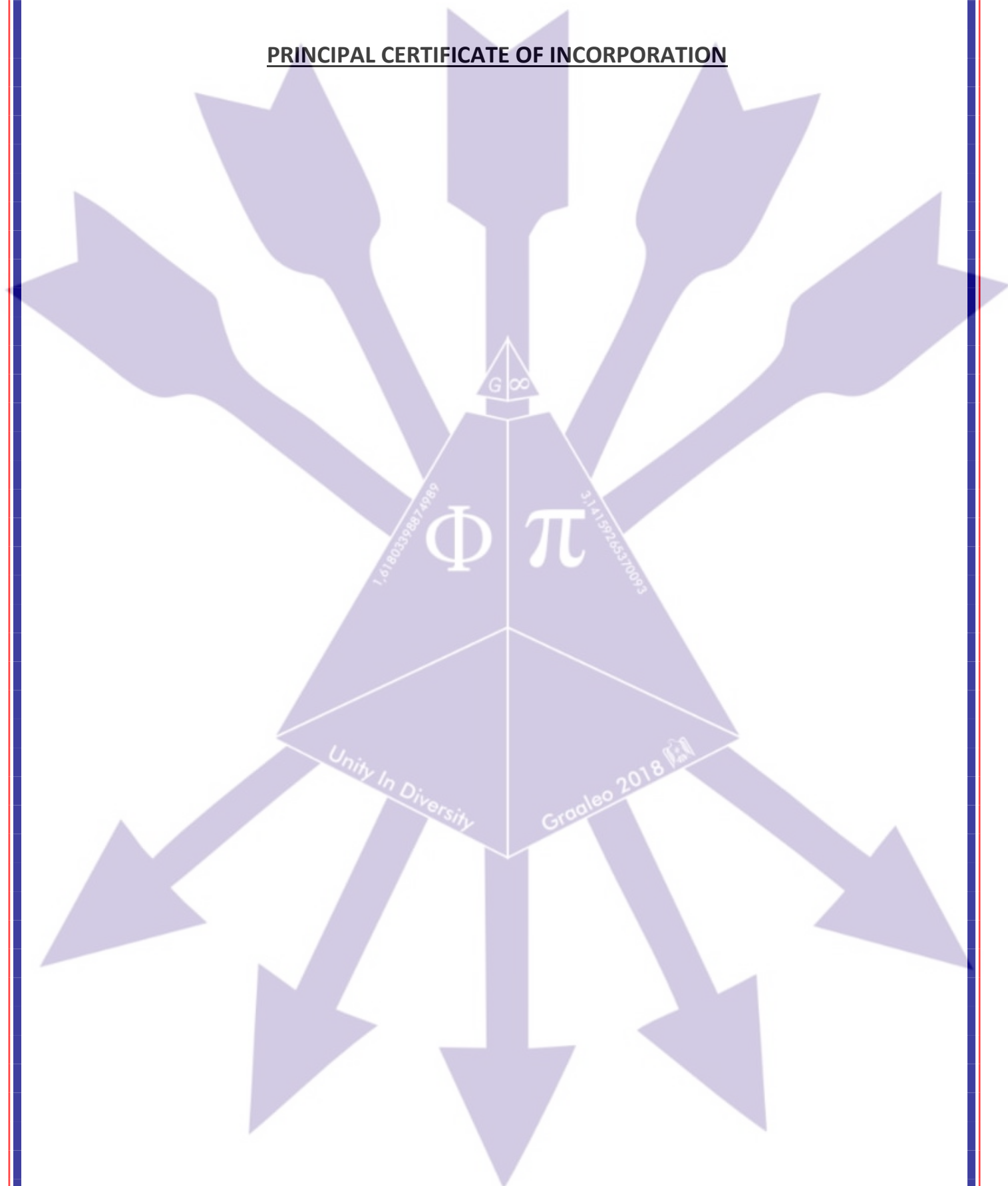
BENEFICIARY's Initials_____

Page 19 of 25

PRINCIPAL's Initials_____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

PRINCIPAL CERTIFICATE OF INCORPORATION



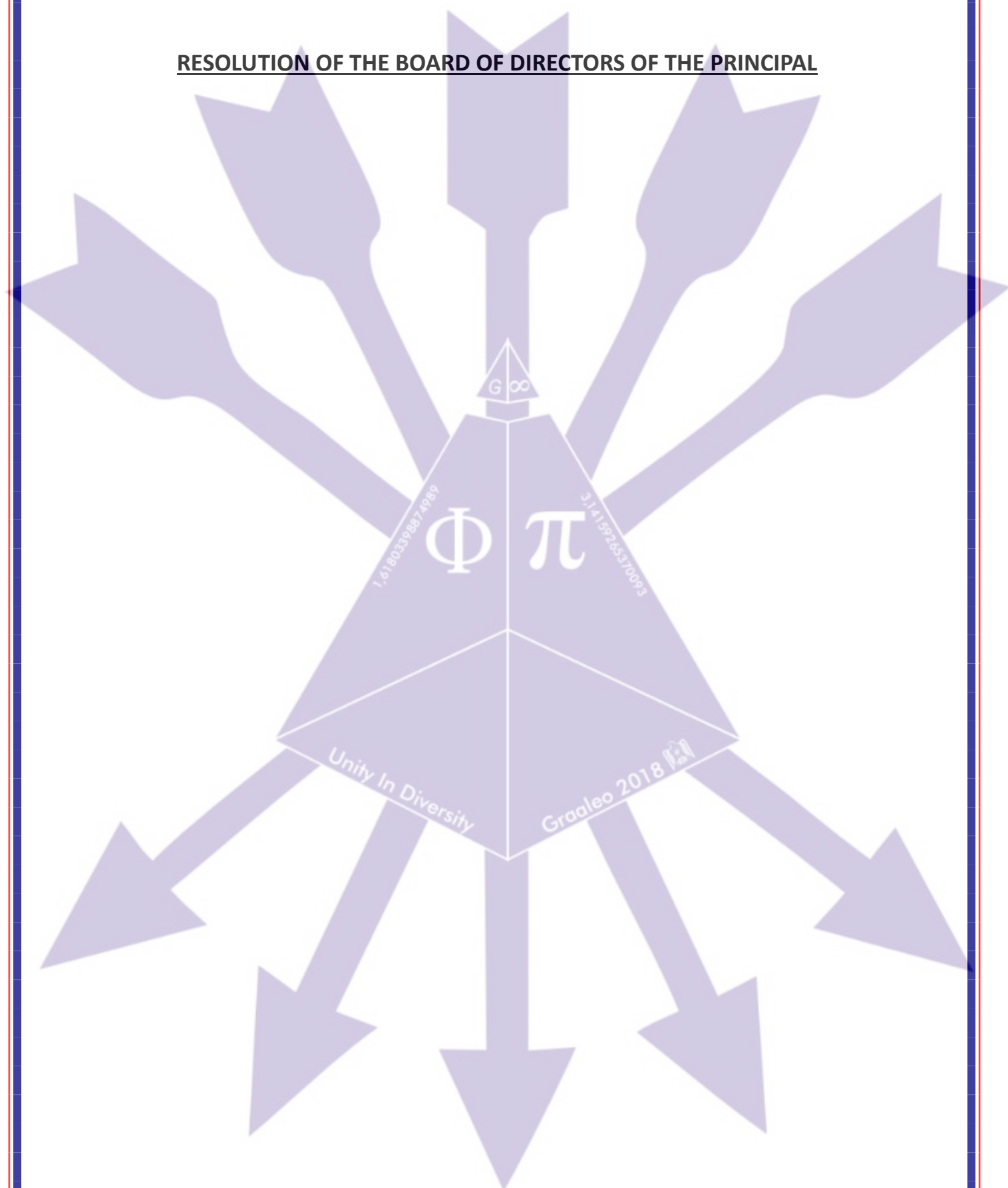
BENEFICIARY's Initials_____

Page 20 of 25

PRINCIPAL's Initials_____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PRINCIPAL



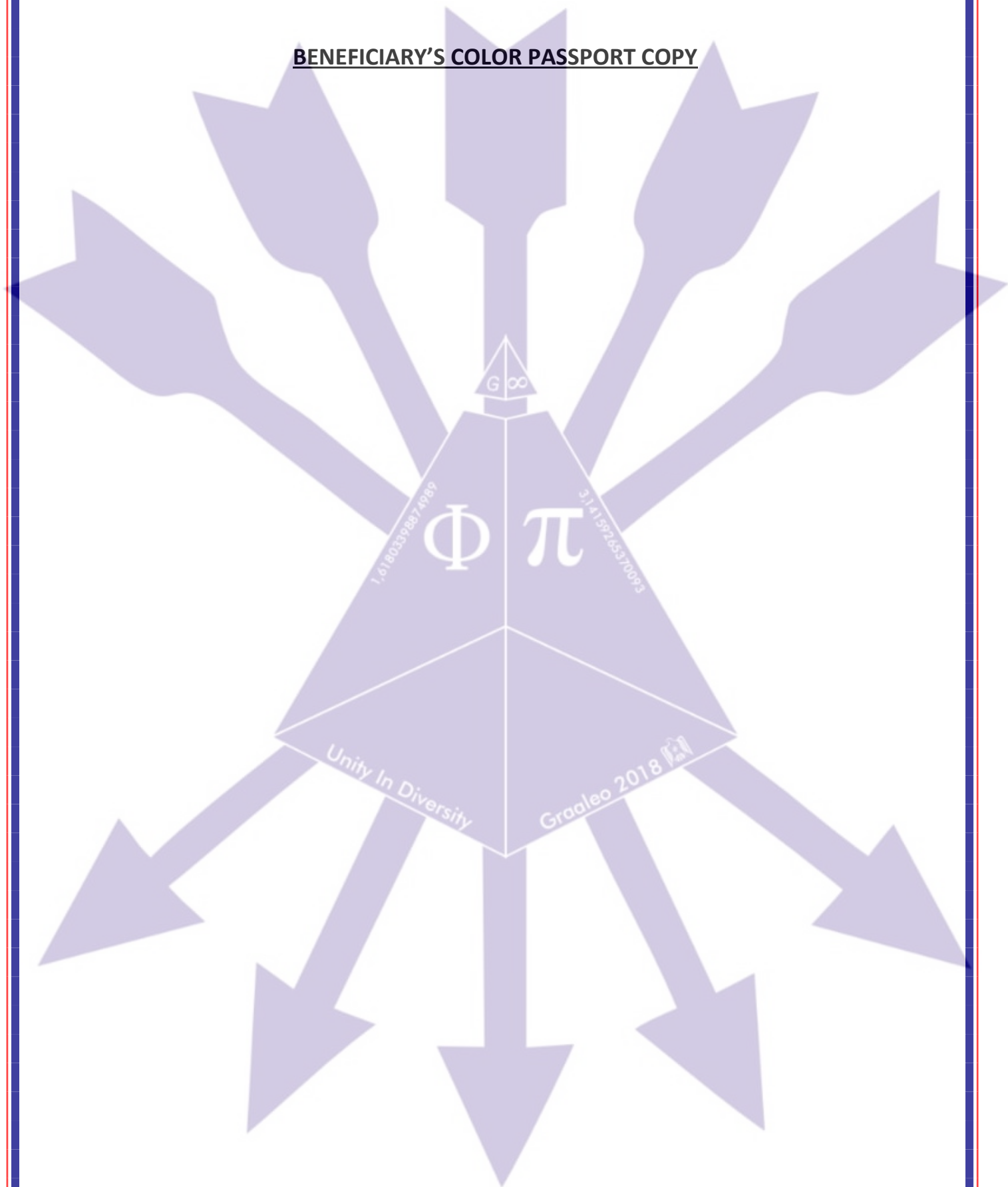
BENEFICIARY's Initials_____

Page 21 of 25

PRINCIPAL's Initials_____

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BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

BENEFICIARY'S COLOR PASSPORT COPY



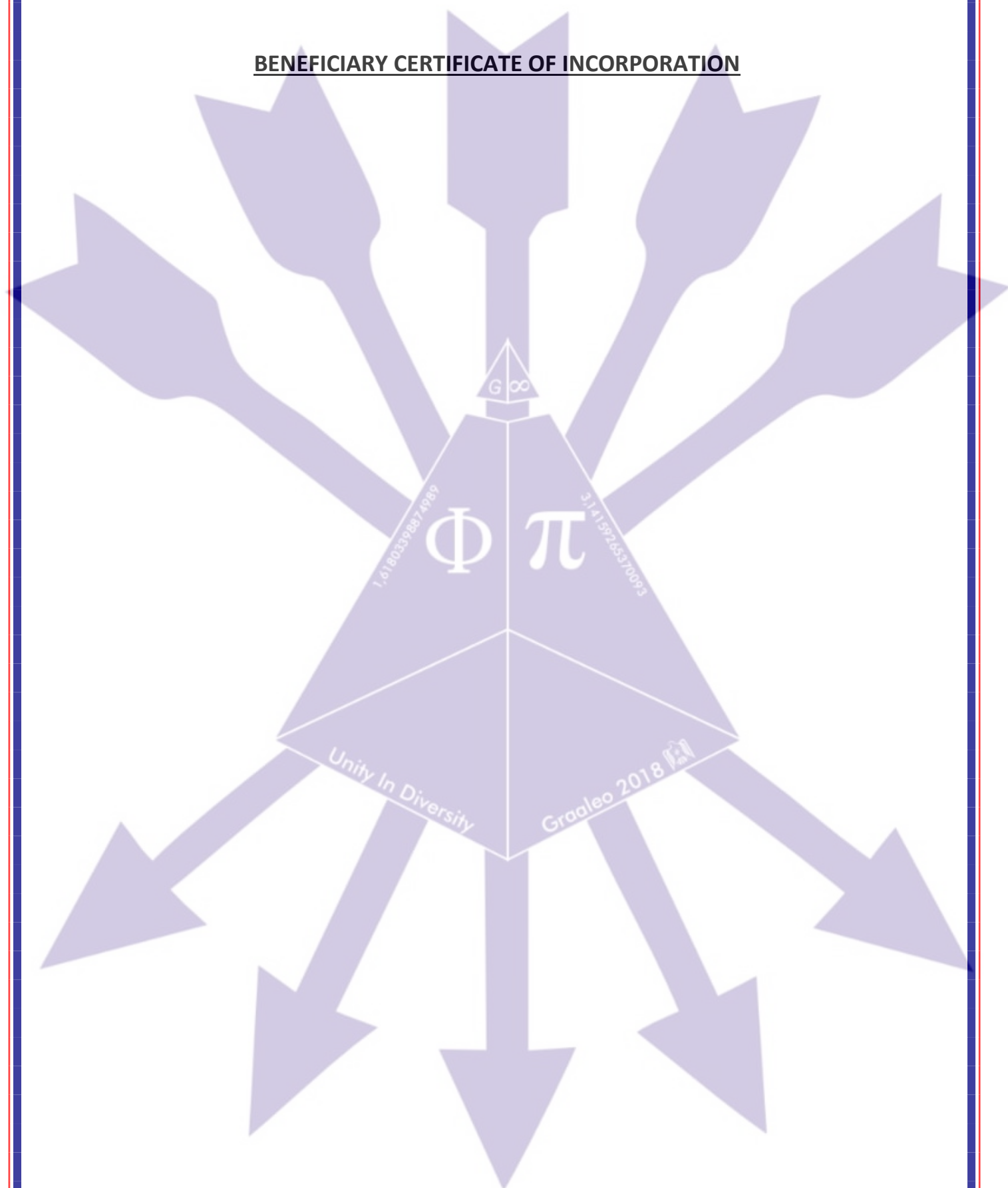
BENEFICIARY's Initials_____

Page 22 of 25

PRINCIPAL's Initials_____

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BENEFICIARY'S CODE:
PRINCIPAL'S CODE:

BENEFICIARY CERTIFICATE OF INCORPORATION

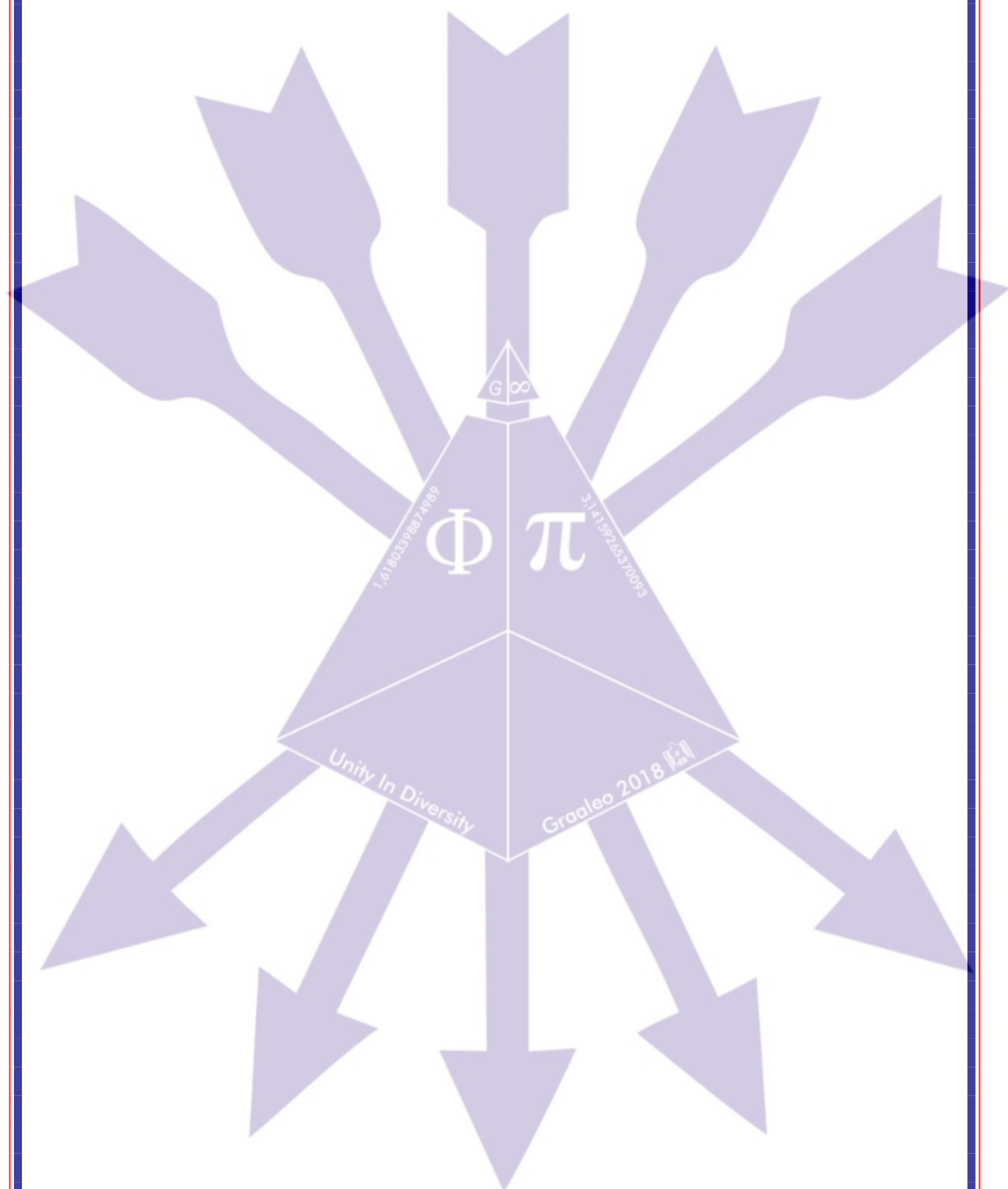


BENEFICIARY's Initials_____

Page 23 of 25

PRINCIPAL's Initials_____

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PRINCIPAL'S CODE:

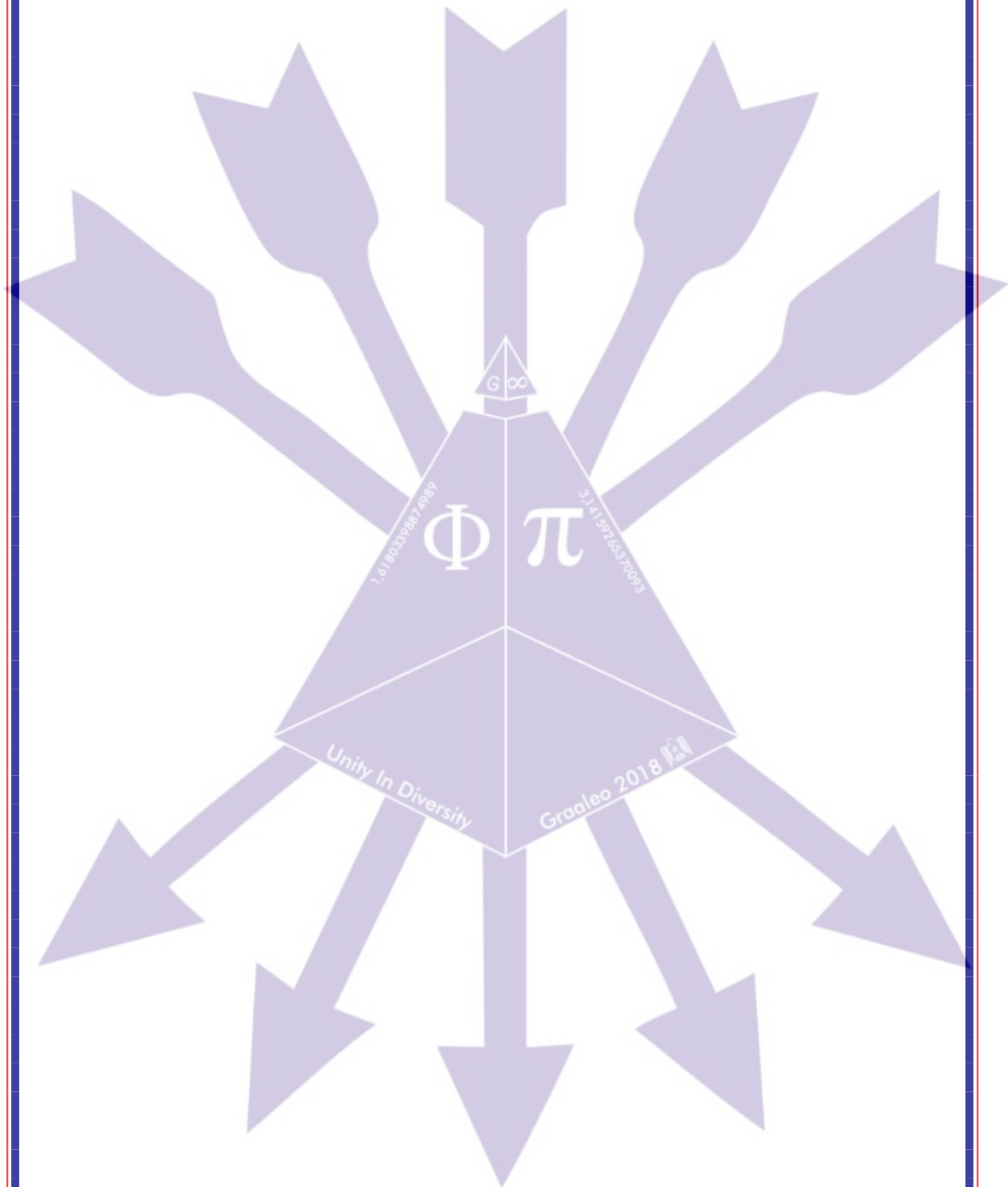


BENEFICIARY's Initials_____

Page 24 of 25

PRINCIPAL's Initials_____

TRANSACTION CODE:
BENEFICIARY'S CODE:
PRINCIPAL'S CODE:



BENEFICIARY's Initials_____

Page 25 of 25

PRINCIPAL's Initials_____