

BUYER'S BUSINESS LETTERHEAD

Transaction Code:
Buyer's Code:
Provider's Code:

Deed of Agreement

This is an AGREEMENT for a SBLC issued by HSBC UK, Credit Suisse, DB, Barclays Bank UK or Top Ten Bank for the face value of €.00,000,000 (.....) and is entered into on this date of 03 June 2021 between the following Parties:

The CLIENT:

Address:
Corporate Office:
Company:
Represented by:
Nationality:
Passport No:
Buyer's Email:

Hereinafter referred to as "CLIENT" or "BUYER".

The PROVIDER:

Address:
Corporate Office:
Company:
Represented by:
Nationality:
Passport No:
Provider's Email:
Provider Mobile Number:

Hereinafter referred to as "PROVIDER".

Both, the Client and the Provider, are hereinafter referred to collectively as "Parties".

WHEREAS. The CLIENT desires to arrange a collateral transfer of €_____ Euro in the form of a SBLC from the Provider. CLIENT confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the purchase of this instrument is ready and CLIENT further confirm to cooperate with the PROVIDER.

WHEREAS. The PROVIDER desires to PROVIDE, transfer and assign all rights title and interest of the SBLC available to it to the CLIENT. 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 CLIENT. 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 xxxxxxxxx, 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 purchase the following bank instruments, under the terms and conditions described below, with good, clean, clear funds of non-criminal origin, free of any liens or encumbrances whatsoever.

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NOW THEREFORE, the CLIENT has agreed to purchase the SBLC at 40% or better +2% commission of Face Value for the instrument requested and Provider has agreed to sell the SBLC to CLIENT and both Parties hereby agree to the following terms stated below:

DESCRIPTION OF BANK INSTRUMENT:

Instrument Type:	STANDBY LETTER OF CREDIT Cash Backed
Price	40+3% for Purchase and 7+3% for Lease
Total Face Value:	Minimum \$500,000,000.00 (Euros) with R & E
1 St Tranche	Minimum 100M Euros
2 Nd Tranche	TBD
Subsequent Tranches	As per Tranche Schedule agreed to by the Parties
Currency:	Euros / Equivalent
Issuing Bank:	HSBC UK, Credit Suisse, DB Singapore, Barclays Bank UK or Top Ten Bank
Validity:	One (1) Year and One (1) Day with Rolls and Extension
Payment Schedule:	The SAME Banking day after verification and authentication of the Swift MT760, the Provider will receive 40+3% or 7+3% of the Face Value.
Delivery Bank:	Swift Mt760 & Original Hard Copy By Bank Bonded Courier
Payment Mode:	MT103 or Bank Wire - After verification and authentication of Instrument

TRANSACTION PROCEDURES:

1. Buyer must submit documentation:

Fully completed LOI/DOA and ATV (verify the funds via banker to banker), and copies of two bankers' business cards.

2. Provider's issuing bank's compliance department(s) will contact the buyer's bank to verify the cash or active line or credit / credit facility to begin the transaction.
3. Upon verification of financial capacity, provider will countersign the LOI/DOA with full banking details, which then becomes a valid Deed of Agreement, and the Provider's banker will send a MT799 Pre-advise.
4. Within 2 banking days, the buyer's banker will respond with a MT799 BPU, stating they are ready to receive and pay for the MT760 SBLC.
5. Within 2 banking days of receiving MT799 BPU from buyer's bank, Provider's banker will send the MT760 SBLC to the buyer's banker.
6. Buyer's banker will verify the MT760 SBLC and on the **SAME DAY** of completion of successful verification, will make payment for the SBLC with an Unconditional MT103 / Wire transfer and make payment of intermediaries' commissions as stated in the IMFPA.
7. Hard Copy of the instrument will be delivered by Provider's Banker via Bonded Courier to CLIENT bank within 7 banking days after receipt of the payment MT 103 by Provider's bank, as well as payments made by buyer to intermediaries.
8. The same Procedures will be applied to every SBLC Tranche as per Tranche Schedule.

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THE PARTIES' BANKING DETAILS:

CLIENT'S SBLC RECEIVING BANK DETAIL TO ISSUE RWA MT 799 BPU AND RECEIVE MT799 PRE-ADVICE AND MT760 SBLC:

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
SBLC BENEFICIARY	:	
BANK OFFICER NAME & TITLE	:	
BANK OFFICER TEL NUMBER	:	
BANK OFFICER FAX NUMBER	:	
BANK OFFICER EMAIL	:	

CLIENT'S SBLC PAYING BANK DETAIL TO ISSUE UNCONDITIONAL MT 103 / WIRE:

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
SBLC BENEFICIARY	:	
BANK OFFICER NAME & TITLE	:	
BANK OFFICER TEL NUMBER	:	
BANK OFFICER FAX NUMBER	:	
BANK OFFICER EMAIL	:	

PROVIDER'S BANK DETAILS FOR ISSUING MT799 and MT760:

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
SBLC BENEFICIARY	:	
BANK OFFICER NAME & TITLE	:	
BANK OFFICER TEL NUMBER	:	
BANK OFFICER FAX NUMBER	:	
BANK OFFICER EMAIL	:	

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PROVIDER'S BANKING COORDINATES TO RECEIVE MT799 BANK PAYMENT UNDERTAKING AND PAYMENT OF 40% OR 7% OF SBLC FACE VALUE FOR EACH TRANCHE BY SWIFT MT103 / WIRE.

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
SBLC BENEFICIARY	:	
BANK OFFICER NAME & TITLE	:	
BANK OFFICER TEL NUMBER	:	
BANK OFFICER FAX NUMBER	:	
BANK OFFICER EMAIL	:	

CLIENT OBLIGATIONS:

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

The CLIENT further confirms that the Provider is authorized to verify the funds of each tranche of the Contract with his bank, if necessary. In the event of unsatisfactory verification, the transaction will be suspended immediately and the buyer is in breach of the Contract and liable for legal consequences.

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 2%. the distribution of the 2% penalty shall be 1.25% to the aggrieved signatory Party of the contract and 0.75% to all of the Consultants designated in the Irrevocable Master Fee Protection Agreement. Said 0.75% will be divided according to the percentage delineated distributions in the Irrevocable Master Fee Protection Agreement.

NON-SOLICITATION

The CLIENT 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.

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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 enforces any of the terms of this agreement the prevailing party shall be entitles to recover reasonably attorney fees and costs.

PROPOSED TRANCHE SCHEDULE

WEEK	DAY	TRANCHE #	FACE VALUE	ACCUMULATED TOTAL
1 ST	1	1	€ 100,000,000.00 x 1	€ 100,000,000
2 ND	2	2	€ ...00,000,000.00 x 1	€00,000,000
3 RD	3	3	€00,000,000 x 1	€00,000,000
4 TH	4	4	€00,000,000 x 1	€00,000,000
5 TH	5	5	€00,000,000 x 1	€00,000,000
6 TH	6	6	€00,000,000 x 1	€00,000,000
7 TH	7	7	€00,000,000 x 1	€00,000,000
8 TH	8	8	€00,000,000 x 1	€00,000,000
9 TH	9	9	€00,000,000 x 1	€00,000,000
10 TH	10	10	€00,000,000 x 1	€00,000,000
			TOTAL	€00,000,000

CONTINUED ON NEXT PAGE (SIGNATURE PAGE)

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SIGNATURE PAGE

AGREED AND SIGNED THIS DATE XXXXXX 20  FOR AND ON BEHALF OF PROVIDER:

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

AGREED AND SIGNED THIS DATE XXXXXX 20  FOR AND ON BEHALF OF CLIENT

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

BUYER'S BUSINESS LETTERHEAD

AUTHORIZATION TO VERIFY FUNDS

DATE: June 3, 2021

TO: Bank Instrument Provider

RE: Authorization to Verify

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 existing credit facility is in good standing account status, in an amount of at least (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) <Min to cover 40% + 3% or if lease 7%+3% of first tranche SBLC face value>

Bank Address:

Account Name:

Account Number:

Account Signatory:

Bank Officer & Title: (BANK OFFICER / TITLE AND PIN)

Bank Officer Email

Bank officer Direct Line:

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: June 3, 2021

For and on behalf of (NAME OF COMPANY)

Signature: _____

SEAL OF COMPANY

Name / Title:

Passport Number:

C.C.: (NAME OF BANK AND BANK OFFICER)

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COPY OF 2 BANKERS BUSINESS CARDS

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NON-CIRCUMVENTION AND NON-DISCLOSURE

All parties do herein agree that the non-circumvention and non-disclosure rules (NCND) of all issues from the ICC 458 apply to this transaction for a period of five (5) years from date of execution of this agreement by the undersigned, his or her assigns, agents and/or heirs.

This NCND also applies to any and all other transactions direct or indirect initiated by these intermediaries.

The undersigned agrees that this fee protection is assignable and transferable to the beneficiaries, designs, heirs & assigns upon written notice of all parties and shall not be amended without the express written consent of the parties. If no contract is consummated, this fee protection agreement is null and void in its entirety.

All disclosed banking information shall be strictly confidential. No communication between banking officers. Other than transmission by SWIFT wire transfer and any other transmission specifically authorized by the beneficiaries, is permitted. All communications shall clearly reference the transaction code, the Seller's code and the Buyer's code referred to herein.

Should a contract be signed between the Provider and the CLIENT, a bank endorsed corporate pay order will be issued to the paymaster of each group, followed by a SWIFT wire transfer to the paymaster's account, when payment for the bank instrument is completed.

An executed facsimile or email copy shall be deemed to be as an ORIGINAL.

AGREED AND SIGNED THIS DATE XXXXXX 20__ FOR AND ON BEHALF OF
..... (CLIENT)

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

BUYER'S BUSINESS LETTERHEAD

RESOLUTION OF THE BOARD OF DIRECTORS

THIS IS TO CERTIFY THAT THE BOARD OF DIRECTORS OF XXXXXXXXXXXXXXXXXXXXXXXXXXXX HAVING IT'S CONTACT ADDRESS AT xxxxxxxx (HEREINAFTER REFERRED TO AS THE "COMPANY") HAVING A BOARD OF DIRECTORS MEETING WHICH WAS DULY AND REGULARLY CALLED, NOTICED AND HELD ON XXJUNE 2016, AT THE COMPANY'S ABOVE REFERENCED CONTACT ADDRESS AT WHICH THERE WAS PRESENT A QUORUM THEREOF, WHEREIN THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED, TO WIT:

RESOLVED: THAT MR. -----, HOLDER OF PASSPORT NUMBER -----, CEO AND AUTHORIZED SIGNATORY FOR AND ON BEHALF OF THE COMPANY, WAS FULLY AUTHORIZED TO ACT INDIVIDUALLY AS THE SOLE REPRESENTATIVE OF THE COMPANY TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE COMPANY IN CONNECTION WITH BANK INSTRUMENTS TRANSACTIONS AND TO EFFECT THE OPENING AND OPERATION OF BANK ACCOUNTS ON BEHALF OF AND FOR THE BENEFIT OF THE COMPANY AT ANY BANK(S) HE SHALL SELECT, AND BE A SIGNATORY THEREON, TO ACCEPT AND DISBURSE FUNDS THERE FROM, AT HIS DISCRETION AND DETERMINATION, AND TO EXECUTE CONTRACTS WITH HIS SELECTED SOURCES AND BANKS THEREIN, AT HIS DISCRETION, FOR AND IN THE BEST INTEREST OF THE COMPANY.

FURTHER RESOLVED: THAT MR. -----, DIRECTOR OF THE COMPANY, BE AND HEREBY IS AUTHORIZED AND DIRECTED TO CERTIFY THAT THE FOREGOING RESOLUTIONS AND THE PROVISIONS THEREOF ARE IN CONFORMITY WITH THE CHARTER, BYLAWS AND ARTICLES OF INCORPORATION OF THE COMPANY, AND THAT THE FOREGOING RESOLUTION AND THE AUTHORITY THEREBY CONVEYED SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE PURPOSE SET FORTH HEREIN ARE ACCOMPLISHED.

IT IS FURTHER CERTIFIED THAT THIS CORPORATE RESOLUTION'S FAX OR PHOTOCOPIES SHALL BE

OF EQUAL VALUE TO THEIR ORIGINAL AND SHALL BE ACCEPTED AS SUCH BY EVERYONE, FOR ALL PURPOSES, EVERYWHERE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE COMPANY IN CERTIFICATION OF THE ABOVE RESOLUTIONS & PROVISIONS ON THIS DAY OF XXXX 2019.

AGREED AND SIGNED THIS DATE XXXXXX 20__ FOR AND ON BEHALF OF
..... (CLIENT)

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

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APPENDIX A PRE-ADVICE VIA SWIFT MT799

-----Instance Type and Transmission -----

SENDER:

BANK NAME :
BANK ADDRESS :
BANK OFFICER ONE :
BANK officer E-MAIL :
Bank officer two :
ACCOUNT NAME :
ACCOUNT NUMBER :

RECEIVER:

SWIFT CODE :
BANK NAME :
BANK ADDRESS :
BANK OFFICER :
BANK PHONE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BENEFICIARY TITLE :

REFERENCE TRANSACTION CODE:

WE (XXXXXXXXXXXX) DO HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY, THAT WE ARE READY WILLING AND ABLE TO DELIVER THE STANDBY LETTER OF CREDIT (CASH BACKED), TERM ONE YEAR AND ONE MONTH VIA SWIFT MT760 AMOUNT OF XXXXXXXXX (XXXXXX HUNDRED MILLION XXXXXX), IN FAVOR of XXXXXXXXX ACCOUNT NUMBER: XXXXXXXX

THIS SWIFT MESSAGE IS VERIFIABLE ON NORMAL BANK-TO-BANK BASIS WITH FULL BANKING RESPONSIBILITY UPON RECEIPT OF CLEARANCE FROM OUR CLIENT.

WE FURTHER CONFIRM THAT THE "STANDBY LETTER OF CREDIT" IS CASH-BACKED AND IS ASSIGNABLE, TRANSFERABLE AND IRREVOCABLE, UNCONDITIONALLY CALLABLE UPON MATURITY.

WE REQUEST YOU TO REPLY TROUGH SWIFT MT799-UNDERTAKE LETTER-BPU/ICBPO CONFIRMING READINESS TO RECEIVE MT760 AND YOUR CLIENT FUNDS.

FOR AND ON BEHALF OF ----- (ISSUING BANK AND ADDRESS) -----.

THANKS AND REGARDS,

BANK OFFICER:

BANK OFFICER:

BUYER'S BUSINESS LETTERHEAD

APPENDIX B
BPU VERBIAGE VIA SWIFT MT799
(MAY BE REPLACED WITH BUYER'S BANK PREFERRED TEXT OF SIMILAR CONTENT)

----- Instance Type and Transmission -----

SENDER:

BANK NAME :
BANK ADDRESS :
BANK OFFICER ONE :
BANK officer E-MAIL :
Bank officer two :
ACCOUNT NAME :
ACCOUNT NUMBER :

RECEIVER:

SWIFT CODE :
BANK NAME :
BANK ADDRESS :
BANK OFFICER :
BANK PHONE :
BANK E-MAIL :
ACCOUNT NAME :
ACCOUNT NUMBER :
BENEFICIARY TITLE :

RE : "STANDBY LETTER OF CREDIT".

TRANSACTION CODE:

WE, (BANK NAME AND ADDRESS) UNDERTAKE WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY, WILLING AND ABLE TO RECEIVE AND ACCEPT THE "STANDBY LETTER OF CREDIT" AND TO PAY AS PER OUR CLIENT'S IRREVOCABLE PAYMENT INSTRUCTION IN ACCORDANCE TO THIS JVA TRANSACTION:
WITHIN THREE (3) BANKING DAYS UPON OUR RECEIPT AND AUTHENTICATED OF THE CONTRACTED
"STANDBY LETTER OF CREDIT" IN THE FACE AMOUNT OF XXX,000,000.00 (XXXXXXXXXX MILLION
USD/EURO), VIA SWIFT MT 760.

WE CONFIRM THAT PAYMENT AS PER OUR CLIENT'S IRREVOCABLE PAYMENT INSTRUCTION WILL BE BY WIRE
TRANSFER SWIFT MT 103.

FOR AND IN BEHALF OF:

BANK OFFICER NAME:
TITLE - ID CODE

BANK OFFICER NAME
TITLE - ID CODE

BUYER'S BUSINESS LETTERHEAD

APPENDIX C STANDBY LETTER OF CREDIT FORMAT SWIFT MT760

SENDER:

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

RECEIVER:

SWIFT CODE :
BANK NAME :
BANK ADDRESS :

BANK OFFICER :
BANK PHONE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BENEFICIARY TITLE :

1. By order of and for the account of _____, and in consideration of you having granted and/or agreeing at our request to grant and/or continue to grant to from time to time credit facilities and/or any other financing whatsoever ("the Facilities") in such manner and to such an extent and for so long as you may deem fit, we hereby establish our irrevocable and transferable Standby Letter of Credit No: _____ in favor of yourselves, your assigns and your successors-in-law for an amount of xxx hundred million _____(xxx,000,000.00) and interest on the Principal Sum or any part thereof and other usual banking charges as may be certified by you in a demand made by authenticated SWIFT, which certificate shall be final and conclusive.

2. This Letter of Credit expires at 12:00 P.M. on [date] in ('the Expiry Date").

3. We hereby agree that amounts payable hereunder which are not paid by the close of business on the date of your demand or such other date for payment as you may stipulate shall bear interest for the period beginning on such date and ending on the date of its receipt by yourselves. Such interest shall be calculated from time to time at the rate per annum equal to the sum of 4.0% and the rate certified by yourselves as being applicable for that overdue sum for such period(s) as you may from time to time select and will be payable on demand. All interest payable which is not paid when due shall be added to the overdue sum and itself bear interest accordingly.

4. We hereby undertake that immediately upon receipt on or before the Expiry Date of your demand by authenticated SWIFT as aforesaid certifying that the sum or sums demanded are required by you in respect of the Borrower's liabilities to you which certificate shall be final and conclusive, we will pay to you in immediately payable funds such amount(s) as demanded and certified by you, and in the manner instructed by you.

5. All payments under this Standby Letter of Credit shall be made free and clear of any deduction or withholding whatsoever and shall be paid in the currency as specified above. Where such deduction or withholding is required by law, we shall pay such additional amounts as shall be necessary to ensure that the payment to you equals that which you would have received has no such deduction or withholding been made.

6. Partial and multiple drawings are permitted provided that the total shall not in aggregate exceed the Principal Sum.

7. All banking charges and commission except issuing bank's charges are for the account of the Borrower.

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8. This SWIFT is the operative instrument and no mail confirmation will follow. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 and shall be governed by and construed in accordance with the laws of Singapore. In the event of any inconsistency, the laws of Singapore shall prevail. We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

WE ARE AVAILABLE FOR ANY FURTHER INFORMATION OR CLARIFICATION.

OFFICER NAME (1):
POSITION:

OFFICER NAME (2):
POSITION

The remainder of this page has been left blank intentionally.

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In WITNESS WHEREOF the Parties hereto have duly signed and executed this Agreement.

AGREED AND SIGNED THIS DATE XXXXXX 20  FOR AND ON BEHALF OF PROVIDER:

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

AGREED AND SIGNED THIS DATE XXXXXX 20  FOR AND ON BEHALF OF CLIENT

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

BUYER'S BUSINESS LETTERHEAD

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA) & IRREVOCABLE CORPORATE PAYMENT ORDER

DATE: June 3, 2021

I/WE,-----, HEREINAFTER AS THE "BUYER"), REPRESENTED BY THE MR. -----/CEO AND THE AUTHORIZED SIGNATORY /CEO THE HOLDER OF PASSPORT NO: -----, WITH OFFICE ADDRESS AT-----, DO HEREBY IRREVOCABLY GUARANTEE WITH FULL PERSONAL AND CORPORATE RESPONSIBILITY AND AUTHORITY, UNDER PENALTY OF APPLICABLE PERJURY LAWS, AGREE TO ACT AS PAYER TO PAY THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WITH AN IRREVOCABLE CORPORATE PAYMENT ORDER WHICH IS AN INTEGRAL PART OF ABOVE CODED AGREEMENT IN THE TOTAL AMOUNT OF THREE PERCENT (3%) OF THE TOTAL FACE VALUE OF THE BANK INSTRUMENT.

TOTAL OF THREE PERCENT (3%) COMMISSION FEES, ONE PERCENT (1.0%) FOR THE BUYER SIDE, ONE PERCENT (1.0%) FOR BUYERS AND PROVIDER MIDDLE FACILITATORS SIDE AND ONE PERCENT (1.0%) FOR THE PROVIDER SIDE, WHICH SHALL BE PAID INTO THE BELOW BANK ACCOUNT/S OF BOTH PARTIES' BENEFICIARIES FOR DISTRIBUTION AND WHICH SHALL INCLUDE ALL ROLLS AND EXTENSIONS.

THE PROVIDER SIDE:

TOTAL ONE PERCENT (1%) PROVIDER SIDE COMMISSION FEES WILL BE PAID TO THE FOLLOWINGS:(CLOSED)

PAYMASTER	TERMO HOUSE Kft
BANK NAME	UNICREDIT BANK HUNGARY ZRT BUDAPEST
BANK ADDRESS	HUNGARY 1054 BUDAPEST ALKOTMANY Str. 4
BANK OFFICER E-MAIL	XXXXXXXXXX
ACCOUNT NAME	TERMO HOUSE Kft
ACCOUNT NO.	IBAN HU 28 1091 8001 0000 0067 9059 0031
ROUTING NO.	
SWIFT CODE	BACXHUHB
BANK TELEPHONE	+ 36 1301 1465
BENEFICIARY	AS PER SUB FEE AGREEMENT
REQUIRED MESSAGE:	1) PLEASE NOTIFY PAYMASTER WITH CONFIRMATION OF SWIFT CODE AND NUMBER WHEN SWIFT, OR ABA NUMBER AND WIRE CODE (WHICHEVER APPLIES) HAS BEEN MADE:
SPECIAL INSTRUCTIONS	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NONCRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARIES." Copy of Bank Wire Transfer slip shall be emailed to: and XXXXXXXXXXXXXXXXXX

TOTAL ONE PERCENT (1%) BUYER MANDATE AND FACILITATORS SIDE COMMISSION FEES WILL BE PAID TO THE FOLLOWINGS:(OPEN)

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PAYMASTER	TBA
BANK NAME	TBA
BANK ADDRESS	TBA
BANK OFFICER E-MAIL	TBA
ACCOUNT NAME	TBA
ACCOUNT NO.	TBA
ROUTING NO.	TBA
SWIFT CODE	TBA
BANK TELEPHONE	TBA
BENEFICIARY	TBA
REQUIRED MESSAGE:	1) PLEASE NOTIFY PAYMASTER WITH CONFIRMATION OF SWIFT CODE AND NUMBER WHEN SWIFT, OR ABA NUMBER AND WIRE CODE (WHICHEVER APPLIES) HAS BEEN MADE:
SPECIAL INSTRUCTIONS	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NONCRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARIES."

TOTAL ZERO POINT FIVE ZERO PERCENT (0.50%) BUYER SIDE COMISSION FEES WILL BE PAID TO THE FOLLOWING: NOSTROF/JEI & ASSIGNS CLOSED

PAYMASTER	WILSON & WILSON
BANK NAME	
BANK ADDRESS	
BANK OFFICER E-MAIL	
ACCOUNT NAME	
ACCOUNT NO.	
ROUTING NO.	
SWIFT CODE	
BANK TELEPHONE	
BENEFICIARY	XXXXXXXXXXXXXXXXXXXXXX
REQUIRED MESSAGE:	1) PLEASE NOTIFY PAYMASTER WITH CONFIRMATION OF SWIFT CODE AND NUMBER WHEN SWIFT, OR ABA NUMBER AND WIRE CODE (WHICHEVER APPLIES) HAS BEEN MADE:
SPECIAL INSTRUCTIONS	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NONCRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARIES."

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TOTAL ZERO POINT FIVE ZERO PERCENT (0.50%) SELLER SIDE COMISSION FEES WILL BE PAID TO THE FOLLOWINGS:(CLOSED) **AGENT'S GROUP-**

PAYMASTER ACCOUNT	THE CLIENT DIRECT CONSULTANT AGENT'S GROUP- [PROFESSIONAL FEES, CONSULTANT FEES AND COMMISSION] 0.50%
ACCOUNT NAME	WONG VUI PHIN. ID NUMBER:610316 12 5247
BANK NAME	CIMB BANK BERHAD(13491-P)SINGAPORE
BANK ADDRESS	50 RAFFLES PLACE #09-01 SINGAPORE LAND TOWER SINGAPORE 048623. ATTN: NICHOLAS CHEONG HEAD, DIGITAL BANKING, E-PAYMENTS & STRATEGIC PARTNERSHIPS CIMB BANK BERHAD, SINGAPORE BRANCH TEL: (65)6333 7777 CIMB BANK Tel: +65 64103203 www.cimbbank.com.sg
BANK CODE	7986
BANK TELEPHONE	(65)6333 7777
BRANCH CODE	001
BANK SWIFT CODE (BIC)	CIBBSGSG
BENEFICIARY GROUP	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
ACCOUNT NUMBER	SINGAPORE (SING CURRENCY) ACCOUNT (CLIENT ACCOUNT No: 1000354981)
SPECIAL WIRE INSTRUCTIONS:	EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE EMAIL to: XXXXXXXXXXXX ALL TRANSFER INSTRUCTIONS SHALL STATE: "IMMEDIATE CREDIT – SAME DAY VALUE / INSTANT CASH UPON RECEIPT".
REQUIRED MESSAGE & SIGNATURE	"SAME DAY TRANSFER AND IMMEDIATE CREDIT. REMITTER/CLIENT IS KNOWN TO US AND IN GOOD STANDING. THIS TRANSFER IS DONE WITH FULL BANK RESPONSIBILITY AND OUR COMPLIANCE HAS CLEARED/CHECKED THE SOURCE OF THE FUNDS AND IT COMPLIES FULLY WITH ANTI-MONEY LAUNDERING RULES AND REGULATIONS."

THIS AGREEMENT/IRREVOCABLE CORPORATE PAYMENT ORDER AND THE PAYMENT OF COMMISSIONS HEREIN ARE SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE "ICC" AND THE ICC ARBITRATION ACT AS ADOPTED BY THE ICC OFFICE IN HONG KONG, BY THREE ARBITRARY APPOINTEES IN ACCORDANCE WITH ICC RULES. ALL NC/ND CLAUSES AS PRESCRIBED BY ICC RULES (LATEST EDITION) SHALL APPLY TO THIS AGREEMENT AND PAYMENT ORDER. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER IS IRREVOCABLE, DIVISIBLE, AND UNCONDITIONAL, AND MAY BE ASSIGNED ONLY BY THE BENEFICIARIES NAMED HEREIN. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH ONE SHALL BE DEEMED AN ORIGINAL AND ALL TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

BUYER'S BUSINESS LETTERHEAD

A SIGNED FAX OR ELECTRONICALLY TRANSMITTED COPY OF THIS DOCUMENT SHALL BE DEEMED BINDING ON THE "PARTIES" WITH THE FORCE AS THE SIGNED ORIGINAL. THE AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER IS VALID WHEN COMMENCEMENT OF THE ABOVE-REFERENCED TRANSACTION TAKES PLACE AND SHALL REMAIN VALID AND ENFORCEABLE FOR THE FULL TERMS OF THE TRANSACTION, INCLUDING ANY NEW AGREEMENT BETWEEN THE PARTIES AND/OR THEIR ASSIGNS.

THE BENEFICIARIES RESERVE THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE BUYER/PAYER. UPON EXECUTION OF THE AGREEMENT AND THE FINAL AGREEMENT AND PRIOR TO, OR SIMULTANEOUSLY WITH THE FIRST TRANSACTION, WE GUARANTEE THAT THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER WILL BE LODGED WITH THE BUYER/PAYER'S BANK.

THE BUYER/PAYER'S BANK SHALL PROVIDE THE BENEFICIARIES, BY E-MAILS OR BY TELE/FAX WITH COPIES OF THE SWIFT RELATED TO ALL PAYMENT INSTRUCTIONS UPON THE CLOSING OF EACH AND EVERY TRANSACTION OF THE ABOVE TRANSACTION.

THE CLIENT'S PAYING BANK DETAILS:

BANK NAME	:	
BANK ADDRESS	:	
SWIFT CODE	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
BANK OFFICER NAME & TITLE	:	
BANK OFFICER TEL NUMBER	:	
BANK OFFICER EMAIL	:	

IN THE EVENT THAT THE TRANSACTION WAS NOT PERFORMED OR ONLY PERFORMED IN PART, THE PAYMASTERS / BENEFICIARIES LISTED ABOVE SHALL NOT HOLD THE UNDERSIGNED PAYER RESPONSIBLE FOR ANY EXPENSES, CHARGES AND/OR COST, OR HOLD THE PAYER LIABLE FOR ANY CIVIL AND CRIMINAL ACTIONS. THE UNPERFORMED PART OF THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WILL THEREFORE AUTOMATICALLY BECOME NULL AND VOID.

THIS AGREEMENT - PAY ORDER SHALL BE LODGED IN OUR BANK AND A COPY FROM THAT BANK WILL BE FORWARDED TO ALL BENEFICIARIES.

WE AGREE TO THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

In WITNESS WHEREOF the Parties hereto have duly signed and executed this Agreement as of June 3, 2021

AGREED AND SIGNED THIS DATE XXXXXX 20 FOR AND ON BEHALF OF PROVIDER:

..... Signature and Stamp/Seal

Name :
Designation :

Client's Initials
Initials

BUYER'S BUSINESS LETTERHEAD

Passport No :
Nationality :
Date of Issue :
Date of Expiry:

AGREED AND SIGNED THIS DATE XXXXXX 20  FOR AND ON BEHALF OF CLIENT/BUYER

..... Signature and Stamp/Seal

Name :
Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

COPY OF BUYER'S PASSPORT

BUYER'S BUSINESS LETTERHEAD

BUYER'S COMPANY REGISTRATION CERTIFICATE

BUYER'S BUSINESS LETTERHEAD

COPY OF PROVIDER'S PASSPORT

BUYER'S BUSINESS LETTERHEAD

PROVIDER'S COMPANY REGISTRATION CERTIFICATE

BUYER'S BUSINESS LETTERHEAD

CLIENT'S INFORMATION SHEET

In accordance with Articles 2 through 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1996, and under the US Patriot Act of 2002, as amended in February 2003 concerning the prevention of money laundering and 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for purposes of verification of identity and activities of the CLIENT described below, and the nature and origin of the funds which are to be utilized. The foregoing is subject to agreement by all parties to whom this information is provided that they are obligated to respect the privacy rights of the CLIENT and all individuals described herein, as well as the generally accepted professional standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein. This legal obligation shall remain in full force indefinitely without restriction.

CLIENT'S CORPORATE INFORMATION

Company Name	:	
Registration Number	:	
Date of Registration	:	
Domicile / Jurisdiction	:	

BUYER'S BUSINESS LETTERHEAD

Postal Address	:	
Registration Address	:	
Physical Address	:	
Business Telephone Number	:	
Business Facsimile Number	:	
E-mail Address	:	
Website	:	

DETAILS OF SIGNATORY TO SIGN CONTRACT (INDIVIDUAL)

Name - Middle & Last Name	:	
Date and Place of Birth	:	
Nationality	:	
Passport Number	:	
Date of Issue of the Passport	:	
Expiry Date of the Passport	:	
Title in the Corporation	:	
Mobile Phone Number	:	
E-mail Address	:	

CLIENT'S BANKING COORDINATES

Bank Name	:	
Bank Address	:	
SWIFT Code	:	
Account Name	:	
Account Number	:	
Account Signatory Name	:	
Bank Officer Name	:	
Bank Officer Telephone	:	
Bank Officer Fax	:	
Bank Officer Email	:	

DECLARATION: I HEREBY SWEAR UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IS BOTH TRUE AND ACCURATE. I AM THE SIGNATORY ON THE AFOREMENTIONED BANK ACCOUNT. ALL MONIES ENGAGED IN THIS TRANSACTION ARE DERIVED FROM NON-CRIMINAL ORIGIN; AND, ARE GOOD, CLEAN AND CLEARED. THE ORIGIN OF FUNDS ARE IN COMPLIANCE WITH ANTI-MONEY-LAUNDERING POLICIES AS SET FORTH BY THE FINANCIAL ACTION TASK FORCE (FATF) 6/01

AGREED AND SIGN THIS DATE XXXXXX 2019 FOR AND ON BEHALF OF BUYER

..... Signature and Stamp/Seal

Name :

Client's Initials
Initials

BUYER'S BUSINESS LETTERHEAD

Designation :
Passport No :
Nationality :
Date of Issue :
Date of Expiry:

EDT (Electronic Document Transmissions)

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/CEFACT).
- 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.

>>>>>>>>>XXX END OF DOCUMENT XXX<<<<<<<<<